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Philadelphia School District and Philadelphia Federation of Teachers, AFL-CIO, Local 3 (1985)

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Philadelphia School District and Philadelphia Federation of Teachers, AFL-CIO, Local 3 (1985)

Keywords

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Comments

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A G R E E M E N T

Between the

BOARD OF EDUCATION
of
THE SCHOOL DISTRICT OF PHILADELPHIA

and the

PHILADELPHIA FEDERATION OF TEACHERS

Local 3
American Federation of Teachers
AFL-CIO

September 1, 1985
to
August 31, 1988

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PHILADELPHIA FEDERATION OF TEACHERS, Local 3
September 1, 1985 to August 31, 1988

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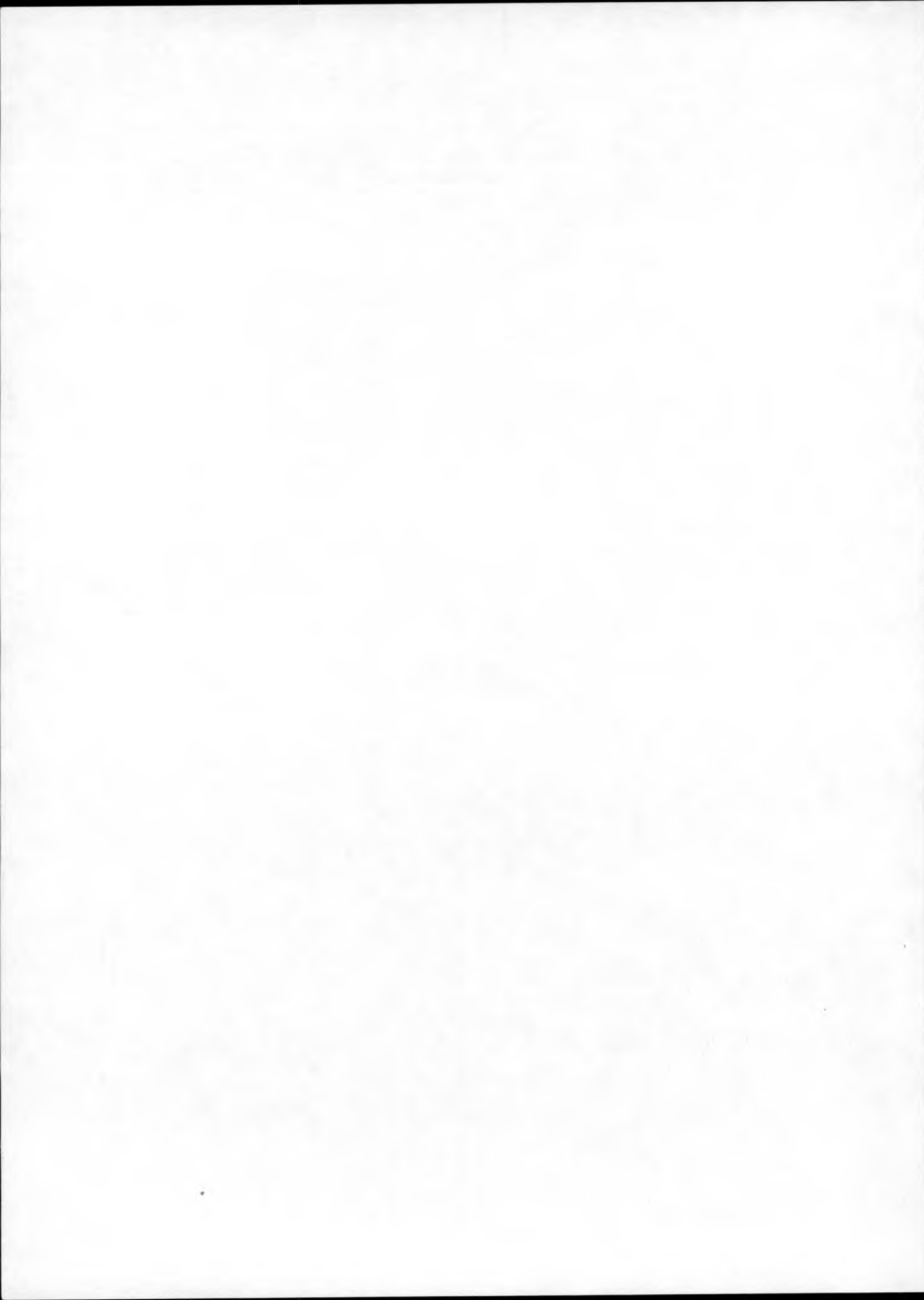
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ARTICLE B-I

Agreement made and entered into by and between the School District of Philadelphia and the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO.

ARTICLE B-I PURPOSE AND SCOPE

The Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, represents professional teachers and other employees who have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

Therefore, not only does this Agreement contain provisions relating to bargainable terms and conditions of employment, but it also provides for a system of communication and consultation whereby the Superintendent of Schools and the respective principals shall meet regularly with representatives of the Federation to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

The parties recognize that the Board of Education has unilateral authority in the field of educational policy and development. This Agreement is not intended to modify by any of its terms any discretionary authority concerning such matters vested in the Board by the statutes of the Commonwealth or the Home Rule Charter. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas even in the areas of educational policies and development will contribute in a significant measure to the advancement of public education in Philadelphia.

ARTICLE B-II RECOGNITION

1a. The Board and its representatives and the Federation and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement or any policy or practice governing working conditions of employees existing on the date of the execution of this Agreement. The Board further agrees that it and its representatives will not, except as provided in paragraph 1b(i), (ii), (iii) of this Article and 1 of Article T-V, take any action affecting other working conditions of employees without prior adequate negotiation with the Federation.

1b(i). Programs initiated to utilize subsidies or grants available from agencies other than the School District of Philadelphia or the Commonwealth of Pennsylvania and which will be staffed by employees voluntarily transferring to such programs or newly employed for such programs or provided by a contracting agency other than the School District of Philadelphia for such programs shall not be subject to 1a. In any instance in which the applicable law, regulations, guidelines, contract or grant document covering the operation of such program does not prohibit the Board from doing so, the Board shall compensate the employees engaged in such programs at the same rate as provided in this Agreement for such services.

To the extent permitted by such applicable law, regulations, guidelines, contract or grant document the Board shall provide to the employees engaged in such programs the working conditions provided in this Agreement.

In the event that the applicable law, regulations, guidelines, contract or grant document covering the operation of any such program are altered or changed

ARTICLE B-II

by the granting agency, the Federation will be consulted with regard to the effect that such alteration or change will have upon the members of the bargaining unit.

1b(ii). Employees presently covered by this Agreement may only be assigned to these programs on a voluntary basis.

1b(iii). Employees who at any time have or in the future will voluntarily transfer to these programs from a position to which they were appointed by the Board shall retain all insurance, retirement (subject to the provisions of the State Retirement Act), and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. Upon return to regular service, they shall be placed on the assignment which they left or if this is not possible on a comparable assignment with all accrued benefits and increments that they would have earned had they been on regular service. During this period of voluntary service, all rights and benefits provided for in this Agreement not inconsistent with the agreement between the Board and the agency providing the funds shall continue in full force and effect.

1c. In any event except as specified in Section 1b(i), (ii), (iii) of Article B-II and 1 of Article T-V, the provisions of Article B-II, Section 1 and Article T-V, Section 1 shall apply to such employees.

2a. An employee who is to represent, on any committee, agency, or other such body in the School District of Philadelphia, any employees to whom this Agreement is applicable, shall be selected from nominees named by the Federation by reason of their special skills, expertise, experience and demonstrated competence in the appropriate area. The representative of such employees on any joint committee provided for in this Agreement shall also be selected in accordance with the provisions of this sub-section "a".

2b. The Administration shall be free to select from among all employees covered by this Agreement, as members of other committees, agencies, or bodies such as research groups, curriculum committees and the like, those employees who have special skills, expertise and experience and who have demonstrated their competence in the appropriate area.

3. The Board shall make available to the Federation upon its request any and all information, statistics, and records which the Federation may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

4. Upon request from the Federation to the appropriate Deputy Superintendent, Associate Superintendent or Executive Director, such Deputy Superintendent, Associate Superintendent or Executive Director will discuss with the appropriate representatives of the Federation the advisability of transmitting an administrative directive concerning any provision of this Agreement.

A copy shall be sent to the Federation office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

5a. The Superintendent of Schools shall meet regularly with representatives of the Federation, normally on a monthly basis, to discuss matters of educational policy and development, matters and problems affecting employees generally, as well as matters relating to the implementation of this Agreement.

5a(i). Each District Superintendent shall meet regularly with the Federation District Committee, normally on a monthly basis, to discuss matters of district policy and operations, matters and problems affecting employees generally, and questions relating to the implementation of this Agreement.

5a(ii). The principal of a school who may be accompanied by one vice principal of his choice shall meet at least once a month with the Federation Building Committee at its request to discuss school operations and questions relating to the implementation of this Agreement. The Federation Building

ARTICLE B-II

Committee shall consist of not more than five teachers from that school and may include, in addition, not more than one member from that school of each of the other bargaining units represented by the Federation.

5b(i). Proposed changes in existing policies and procedures and new policies and procedures for that school shall be subjects for discussion at such meetings. Such policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

5b(ii). The school budget and the budgets of specially funded Early Childhood Programs shall be made available to the Building Committee for study. The principal shall meet with the Building Committee in order to discuss suggestions regarding the development of these budgets.

5c. No recording devices shall be used at meetings between Federation Committees and the Principal or District Superintendent. Notes of such meetings taken by either or both parties shall be exchanged between them. Any errors in such notes shall be corrected by mutual consent.

6a. The Board shall permit a designated regular staff member of the Federation or off-duty employee representatives of the Federation to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Where one representative visits the school for such purposes no advance notice need be given; however, the representative shall notify the principal immediately upon arrival in the building. In cases where two representatives visit a school for any of the aforementioned purposes, the principal shall be notified at least one school day in advance of the visit. Such advance notification may be waived with the express consent of the principal. In the event of emergency circumstances or a prearranged special event, more than two representatives shall be permitted to visit a school.

In the event that one or two representatives desire to confer with the principal or to have the principal take action with regard to some problem, a request for a conference with the principal shall be made in such amount of time, in advance, as is reasonable under the circumstances, and the principal shall then be informed of the purpose and the subject matter of the conference. Difficulties in arranging for such conferences with the principal to discuss problems are to be resolved by the District Superintendent with the advice of the Labor Relations Office. If conferences with employees are necessary, they shall be scheduled so as to not interfere with the instructional program. In the event that the principal is absent, the acting administrator shall act on his behalf.

6b. In any conference between a principal and an employee at which conference a person or persons are present who are not employees of the School District of Philadelphia, the employee attending such conference shall have the right to be represented by one Federation representative of his choice. This provision shall not be construed to deny the parent of a student the right to a private conference with the student's teacher or counselor.

7. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss in pay.

8a. Employees who are elected or appointed to full time positions with the Federation or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Authorized Federation leaves shall be requested in writing by the President of the Federation only. Employees granted such leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service.

ARTICLE B-II

Upon return to service they shall be placed on the assignment which they left with all accrued benefits and increments that they would have earned had they been on regular service.

8b. Employees on such leaves of absence shall be permitted to pay both their and the Board's regular contributions to all plans requiring such contributions. The Board agrees to join with the Federation in obtaining legislation or a ruling by the Public School Employees Retirement System that time spent on leave of absence pursuant to this section shall be deemed service for retirement purposes.

8c. No more than thirty-five (35) teachers, four (4) paraprofessionals, four (4) secretaries and three (3) N.T.A.s shall be granted such leaves of absence for any school year.

8d. The release of any employee for Federation business at any time during the first month of the school year shall be arranged prior to the commencement of that school year; otherwise such release need not be permitted if it would be detrimental to any instructional activity.

9a. The Board will deduct from the pay, including weekly indemnity benefits, of each employee, from whom it receives an authorization to do so, the required amount of fees for the payment of Federation dues. The fees and a list of the employees from whom the fees have been deducted and the amount deducted from each and a list of the employees who had authorized such deductions and from whom no deductions were made and the reason therefor, shall be forwarded to the Federation office no later than thirty days after such deductions were made.

9b. The deduction of Federation membership dues from the salary of any employee who is, or becomes, a member of the Federation or who has authorized the deduction of dues will continue for the duration of this Agreement, provided, however, that such employee may resign from membership in the Federation and revoke his dues authorization by so notifying the Board and the Federation in writing during a period of 15 days prior to expiration of this Agreement. In the event that a person ceases to be employed in a position included in any of the bargaining units represented by the Federation, such person may discontinue such membership and dues deduction at that time.

9c. If and when the Commonwealth of Pennsylvania permits the inclusion of an agency shop provision in public employee contracts, then non-members of the Federation shall be required to have deducted from their pay a representation fee equal to the amount of dues required of members of the Federation.

10a. The Federation shall be provided adequate bulletin board space in a place readily accessible to all employees in each school for the posting of notices and other materials relating to Federation activities. The bulletin board space allocated shall be identified with the name of the Federation, and the authorized representative of the Federation or his designee shall have the responsibility for posting materials on the bulletin board. Materials so posted shall bear the name of said representative or of the Federation.

10b. The Federation shall be provided reasonable space on existing bulletin boards in departmental and divisional offices in schools and other buildings. Material will be posted on this space under the same conditions applicable to school bulletin boards.

10c. The Federation shall have the right to place material in the mailboxes of employees. Placement will be made by the authorized representative of the Federation or his designee. Material placed in mailboxes shall bear the name of said representative or of the Federation.

10d. In schools where there is no Federation representative, an employee or regular staff member of the Federation will inform the administrator or his designee of his presence, the purpose of his visit, and will present a letter of identification signed by the President of the Federation. When so identified he

ARTICLE B-II

will be accorded the right of the authorized representative.

10e. On twenty-four hours notice to the administrator of the school, the authorized representative of the Federation shall have the right to schedule meetings in the building before or after regular duty hours or during lunch time of the employees involved.

10f. The Federation shall be given time well before the end of every staff meeting for brief reports and announcements.

10g. The Federation building representative shall have the right to insert notices into the daily bulletin or dailygram that is circulated in the school. Such insertion of notices shall be subject to the same reasonable and uniform regulations as apply to all other material.

11. Where used herein "school" shall include any other work location; "principal" shall include the administrator of any work location other than a school.

12. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect.

13. Coverage shall be provided during time when a Federation representative is absent because he has been selected to attend a meeting scheduled by the Administration.

14a. Whenever it will not interfere with instructional time of teacher or working time of other members of the Building Committee, meetings with the principal shall be held on school time.

14b. In each senior high school, technical high school and junior high school all members of the Federation Building Committee shall be rostered for a preparation period at the same time at least once each week, provided the Federation submits to the principal the names of its Building Committee prior to the making of the roster. Any meeting between the principal and the Building Committee shall be held in such common preparation period. In the event that members of other bargaining units represented by the Federation are members of the Building Committee, such persons shall be released to attend Building Committee meetings held during such common preparation period, and the principal shall provide such coverage as he shall deem appropriate for the assignment of such members. In the event an emergency requires that a meeting between the principal and the Building Committee shall be held at some time other than that specified above, the principal shall provide such coverage as he shall deem appropriate for the assignments of the members of the Building Committee.

15. School District employees who are not included in the bargaining unit represented by the Federation shall not consistently and regularly perform duties that are consistently and regularly performed by members of the Federation bargaining units. This prohibition shall not be applicable to existing classifications of employees not in Federation bargaining units whose duties currently involve the supervision of children, the writing of curriculum, and the like.

ARTICLE B-III FAIR PRACTICES

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the activities of, any employees' organization.

ARTICLE B-III

2. The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employees' organization.

ARTICLE B-IV EXAMINATIONS - APPOINTMENTS

1a. The Division of Personnel shall study procedures for examinations, including but not limited to eligibility both for positions within the bargaining units and for promotional positions, nature of examinations, lateral transfer, and duration of lists and shall make recommendations thereon to the Superintendent of Schools. The Federation shall appoint an Advisory Committee for the Study of Examination Procedures which will review and contribute to all the recommendations to be made to the Superintendent of Schools in this area.

1b. The Oral Examining Board for every examination taken by an employee must include at least one person with substantial knowledge of the field or area of the examination.

1c. Employees taking oral examinations shall not be questioned as to their membership in the Federation nor shall they be questioned as to their views regarding Federation relationships.

In such examinations, however, questions as to how the employee would handle or react to matters or grievances concerning the collective bargaining agreement between the Board and the Federation shall be permitted.

2a. Whenever it is decided during the school year to fill any positions in the School District below the rank of District Superintendent, notice of all examinations as well as the requirements for such positions, shall be posted in advance in all schools in a prescribed, appropriate place in each school so that applicants may know whether they qualify and will be given a reasonable opportunity to apply for the position. All positions whose filling is decided on during the summer months will be posted in all schools which are open, in district offices and in the Administration Building.

Copies of such postings shall be simultaneously sent to the Federation.

In addition, any employee interested in a position which may become open during the summer months may leave with the Personnel Division a self-addressed, stamped envelope containing a memorandum indicating the category of positions in which he is interested, and said Division will mail to such teacher notice of openings in that category.

2b. Vacancies shall be filled promptly.

3. Job opportunity flyers and notices of grants and special program opportunities for which employees may apply for participation shall be posted, where administratively possible, at least three weeks prior to the closing date for applications. Such material shall carry the date of posting and the closing date.

4. Unless the oral and/or practical examination is given on the same day as the written examination, an applicant shall be notified of the numerical results of the written portion of an examination and the practical portion, if any, before the oral portion of the examination is taken.

5. Unless an employee requests otherwise, a recording shall be made of every oral examination taken by an employee. No member of the Committee giving the oral examination shall suggest that the employee waive the recording. The employee and his authorized representative, or either of them, shall, upon request, be permitted to listen to a rerun of the recording. The recording shall be retained

ARTICLE B-IV

by the Division of Personnel for the duration of the list for which the examination was given. The employee shall, under reasonable circumstances, be permitted to make a copy of the recording.

6. Employees shall, upon request, be permitted to review promotional examinations with a technical representative of the Executive Director of Personnel. The employee may, if he desires, be accompanied by a representative of the Federation.

7a. As it affects members of the bargaining unit, there shall be no extension of an eligibility list for initial appointments or promotional opportunities beyond the date of expiration announced at the time of establishment of the list.

7b. In the event that the Superintendent or the Board institute a job freeze for economic reasons, all eligibility lists shall be extended by a period of time equal to the duration of the job freeze.

8. All eligibility lists for appointments to regular and promotional positions shall be made available so that either the person who took the examination or a Federation representative or both may examine and copy the eligibility list.

9. A principal shall be required to present to the Executive Director of Personnel his reasons for not accepting an appointed employee referred to his school for possible placement. A copy of the recorded reasons shall be furnished to the employee. The District Superintendent shall, at the employee's request, review with him the principal's statement. The employee may, if he desires, be accompanied by a representative of the Federation. The employee may appeal from the decision of the District Superintendent through the normal grievance procedure.

10. An employee who is designated to fill an assignment - which, it is anticipated, will continue for 20 or more consecutive calendar days - in a position whose salary schedule contains a higher salary than his own shall, from the inception of his filling of such position, be compensated in the same manner as if he were regularly appointed to such position. Where it is contemplated that the assignment will continue for fewer than 20 consecutive calendar days but actually continues for 20 or more consecutive calendar days, the provisions concerning compensation above shall apply for the whole period of his assignment retroactively.

11. At the election of an employee who, on the basis of a School District medical evaluation, will be subjected to termination, involuntary change of work classification, loss of pay, involuntary use of sick leave or involuntary retirement for disability, or who is refused a promotional appointment for which he is otherwise eligible, except in matters of Workmen's Compensation, such evaluation shall be submitted for determination to a member of a panel of experts in the appropriate specialty who has been named by the Philadelphia County Medical Society or the Philadelphia College of Surgeons and Physicians.

12. Properly qualified employees shall be eligible for transfer from positions in the Get Set Day Care, Head Start and Child Care Programs to vacant positions in the same classification in the public school program subject to the transfer procedures applicable to employees in that classification.

13. All employees who are presently provisional appointments shall be given examinations within one hundred twenty (120) days of September 1, 1980 and shall be treated in accordance with present practice. All employees hired thereafter who are provisionally appointed to positions shall have no superior rights to other applicants for said positions. Moreover, an examination must be given to such employees within one hundred twenty (120) calendar days of said provisional appointment. The examination must be open to all qualified individuals.

ARTICLE B-V
OBSERVATIONS - RATINGS - FILES

1a. No electronic devices shall be used in the observation or supervision of employees.

1b. An employee shall not be required to have his voice taped as part of any project without his written consent.

2a. An observation may not be relied on to support an unfavorable assessment of the employee unless a written statement of the observation is given to the employee within five school days following the observation.

2b. All ratings of all employees including summer school, evening school and other activities shall be on a basis of satisfactory and unsatisfactory only. Comments by the principal may be included on a performance appraisal form.

2c. Ratings shall be made semi-annually when an employee has the status of a Long Term Substitute, provisional employee, or temporary professional employee. Ratings for all other employees shall be made annually. For such other employees an interim rating shall be made during the school year, a copy of which shall be given to the employee. Such interim rating shall be a progress report only and shall not be placed in the employee's personnel file.

2d. A copy of his rating by the principal and the principal's comments, if any, shall be given to each employee in time to give the employee adequate opportunity to decide whether he desires to confer with the principal concerning the rating and to make a request for such a conference. If the employee makes such a request, the principal shall consult with the employee about his rating before it is placed in the official employee's file.

2e. The principal may also hold a conference with an employee before or after he has rated the employee.

2f. A copy of his rating, as intended to be placed in the official file, shall be given to each employee. Within 10 school days after the employee's receipt of such copy, he may use either or both of the following procedures:

2f(i). The employee may furnish to the principal his written self-evaluation, with supporting facts, in duplicate, concerning his rating and one copy of such self-evaluation shall also be placed in the official file, together with the response, if any, a copy of which shall also be promptly given to the employee.

2f(ii). The employee may invoke the grievance procedure if he believes that his rating is improper because of capriciousness, arbitrariness, unfairness, prejudice, failure to conform with prevailing practices for rating, or absence of factual support for such rating.

2g. If a teacher receives an unsatisfactory rating for classroom performance, the principal or other administrator shall meet with the affected employee to offer his/her assistance and develop a required program to correct the weaknesses identified. This program shall not exceed eight (8) hours outside of working hours.

3a. In the event a principal or other administrator desires to discuss with an employee matters which may affect his position in respect of discharge, resignation, demotion or transfer, or which may result in an unfavorable anecdotal record, such administrator shall advise the employee, in writing, that he may have a union representative present at such conference. In the event that such employee attends the conference after such notice without such a representative, then any agreement or statement he makes may be used. If such notice is not given to the employee, no agreement or statement made by the employee or occurrence at such discussions shall be used against or in respect to the employee for any purpose.

3b. Except in an emergency, when as much notice as possible will be given, an

ARTICLE B-V

employee shall be given at least 24 hours notice of any meeting he is required to attend with an administrator. Such notice shall also include the subject of the meeting.

4. Personnel file

Official employee files shall be maintained in accordance with the following procedures:

4a. Except for material pertaining directly to his work performance or such other matters that may be cause for suspension or dismissal under the Public School Code, no material derogatory to an employee's conduct, service, character or personality shall be placed in the official personnel file of such employee. Material relating to work performance, suspension or dismissal may be reduced to writing and maintained only if it is signed by a person competent to know the facts or make the judgment and only if the employee has been given an opportunity to read the material promptly following its receipt or formulation. Any anonymous material placed in an employee's file prior to the execution of this Agreement shall at such employee's request be removed therefrom, and in any event, shall be given no weight or consideration for any purpose whatever.

4b. The employee shall have the right to answer any material now in his file as well as any material filed hereafter and his answer shall be attached to the file copy.

4c. Upon request by the employee and his identification, he shall be permitted to examine his file. The employee shall indicate in a writing to be placed in his file that he has examined the same.

4d. The employee shall be permitted conveniently to reproduce on the Board's premises any material in his file.

4e. Only those personnel who have an official right and reason for doing so may inspect an employee's file. When an employee's file is inspected by such a person, he shall indicate that he had examined the same by a writing given to the supervisor of personnel files who shall be responsible for placing it in the file.

4f. Administrators shall be encouraged to place in the employee's files information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the employee's file.

4g. The foregoing provisions are not applicable to employee ratings.

4h. Material not in the official employee's file may not be used against the employee for any purpose.

4i. When an employee has received an unfavorable anecdotal record(s), the employee upon application after eighteen months can have such record(s) destroyed if the employee has not had a similar and/or related unfavorable anecdotal record(s) during said eighteen month period.

ARTICLE B-VI FACILITIES

1. Each school shall be provided with a clean, attractive, comfortable employee's lounge as soon as possible.

2. Provisions shall be made as rapidly as possible for parking facilities for employees near their schools and the Administration Building.

3a. Employees shall carry out their duties under safe and healthful conditions in the schools.

ARTICLE B-VI

3b. A drinking fountain shall be provided on each floor of every school building. Refrigerated drinking fountain units shall be installed in all new schools and additions, and in major modernization school projects.

4. A duplicating machine or machines in good working order and well supplied shall be made available to all employees to use for school purposes at any time that the school is open.

5. Where cafeteria facilities are present and lunch is served to students, lunch shall be served to the staff.

ARTICLE B-VII OTHER GENERAL CONDITIONS

1. An employee who, when and if permitted by this Agreement, is requested or directed by the Administration to go to a location other than that to which he is regularly assigned, shall be paid at the authorized rate per mile for any distance traveled in excess of the distance that he would have had to travel to and from his regularly assigned location.

Employees shall not be required to attend meetings outside of their regularly assigned hours for which there is no compensation, except for teachers as provided in Article T-III, Section 6a and Article T-V, Section 11a of the teachers' Agreement.

2. All people of the school community are accountable for a share of responsibility in accomplishing the educational goals of the School District.

The Board shall seek the Federation's views on the Board's long-range educational goals prior to adoption by the Board.

A Committee consisting of representatives appointed by the Board and an equal number of representatives appointed by the Federation shall develop criteria for determining accountabilities. The committee shall also develop the method for implementation as it relates to members of the bargaining units.

3a. Classroom interruptions are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

3b. In secondary schools, announcements are to be limited to the last few minutes of the advisory period, except for emergencies.

3c. In elementary schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. Such time may be either immediately before the noon-time dismissal or immediately after the beginning of the afternoon session as the principal may elect at the beginning of the school year.

4. Prior to the initiation of experimental programs into a school, there shall be consultation with the members of the staff affected by such programs. In case of unresolved questions, further consultation shall be held among the District Superintendent, employees and principal.

5a. The Superintendent of Schools shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect employees. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect employees. Where an employee is responsible to more than one supervisor, he shall be advised by his principal of the exact division of such responsibility.

The job descriptions of these administrative and supervisory positions as they relate to an employee shall be made available to employees and other members of the staff.

5b. Principals shall clarify the relationship between the administrative staff in the school and the employees by the posting of a school organization chart showing the lines of responsibility and supervision of each employee and

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administrator in the school and of each employe and administrator coming to the school on a regularly assigned or supervisory basis.

6a. Employes shall be paid every other Friday.

6b. During the 1982-83 school year, all ten (10) month employes shall receive their contractual salaries less 16.86% of such salary. Beginning July 1, 1983, all ten (10) month employes shall be reclassified as twelve (12) month employes for the purposes of this section only, and shall be paid their contractual annual salary over a twelve (12) month period, commencing July 1, 1983.

All employes whose schedule does not require attendance during July and August shall continue to receive salary during July and August at their daily rates of pay in anticipation of their availability to work as of September 1 as long as they remain in active status.

If any such employe is not in pay status on any days or parts of days between September 1 and June 30, his future salary during the following July and August shall be reduced by the proportion that the number of such days or parts of days not in pay status bears to the total number of weekdays between said September 1 and June 30.

During the summer recess, the paycheck of an employe whose schedule does not require attendance during July and August shall be mailed to the last address submitted by the employe.

Nothing herein shall be construed to modify the present method of computation of personal illness or personal leave reimbursement.

6c. As soon as possible, paycheck stubs shall itemize all "adjustments" including such as have not heretofore been itemized.

6d. When a holiday falls on a day when checks are issued, the checks shall be distributed on the last previous school day worked by the employe. For example, if Good Friday falls on a day when checks are issued, the checks shall be issued and distributed the previous Friday which is the last regular school day worked before Good Friday.

6e. An explanation of the codes on the pay check stub shall be made available to employees during the first month of each school year.

6f. Effective February 1, 1977, an employe, other than a teacher, required to work on the first day of his scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. Such employe required to work on the second day of his scheduled two (2) days off shall be paid at the rate of time and one-half for all time worked on such day. In the event such employe is required to work both the first and second day of his scheduled two (2) days off, he shall be paid at the rate of double time for such time as he works on the second day of such scheduled two (2) days off.

6g. If an employee whose schedule does not require attendance during July and August terminates his employment at any time, he shall be entitled to a severance payment equal to a percentage of his daily salary for each day he was in pay status between the first day of September prior to his termination and his last day of work, or June 30, whichever is earlier. Such percentage shall be determined by dividing the number of weekdays occurring between July 1 and August 31 by the number of weekdays occurring between the preceding September 1 and June 30. If the employee's termination date is between July 1 and August 31, such severance pay shall be reduced by the gross amount of salary received for the period from July 1 to August 31.

7. In the event an employe is absent less than 2 hours on any day with approval of the principal/administrator, there shall be no deduction from the employe's pay.

8. All employes shall be eligible if qualified for extra-curricular activities and pay. Employes other than teachers shall be paid at their regular

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hourly rate of pay.

9. A committee consisting of representatives appointed by the Board and an equal number of representatives appointed by the Federation shall work cooperatively to establish and implement a plan to improve attendance of our students.

ARTICLE B-VIII GRIEVANCE PROCEDURE

Section 1. Definitions

la. A grievance is a complaint involving the work situation, that there is a lack of policy; that a policy or practice is improper or unfair; or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement. The development or modification of a systemwide salary schedule is not considered a grievance.

lb. Wherever the term "school" is used, it is to include any other work location or functional division or group in which a grievance may arise. Wherever the term "principal" is used, it is to include the administrator of any such other work location or functional division or group. Wherever the term "employee" is used, it is to include any member or members of the bargaining units. Wherever the singular is used, it is to include the plural. Wherever the term "Federation representative" is used, it is to mean the Federation building representative or his employee designee or, where there is no Federation member, any other employee representative designated by the Federation.

lc. Nothing within this procedure shall be construed to deny to any employee his rights under any applicable law.

Section 2. Procedure for Adjustment of Grievances

Grievances and problems shall be presented and adjusted in accordance with the following procedure: the employee having a grievance, complaint or problem may first discuss the matter with the principal, either directly or accompanied by another employee in the school, or by the Federation building representative, with the objective of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the grievance stated in writing may, except as hereinafter otherwise provided, be lodged with or submitted to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance. The written grievance shall state whether there was an oral discussion of the matter with the principal.

Step 1a. The grievance may be lodged and thereafter discussed with the principal;

Step 1a(i). By an employee accompanied by a Federation representative, if the employee so requests;

Step 1a(ii). Through a Federation representative, if the employee so requests;

Step 1a(iii). By a Federation representative in the name of the Federation;

Step 1a(iv). By an employee in person on his own behalf, provided, however, that the Federation representative is given an opportunity to be present at such discussion; or

Step 1a(v). By an employee accompanied by any other employee in the same school provided, however, that the Federation representative is given an opportunity to be present at such discussion.

Step 1b. Whenever a decision on a grievance, which has been lodged and is

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sought to be adjusted by an employe on his own behalf or while accompanied by any employe in the school, other than the Federation representative, would involve the application or interpretation of any provision of this Agreement or of any policy or practice or could be deemed a precedent as to the working conditions or welfare of employes in the bargaining unit, the principal shall give to the appropriate Federation representative under Step 1a the opportunity to state the views of the Federation as to the adjustment sought by the employe and that proposed by the principal.

Step 1c. Within five school days after receiving the grievance, the principal shall communicate his decision in writing to the employe who lodged the grievance and to the Federation representative.

Step 2. Within five school days after receiving the decision of the principal, the aggrieved employe, through the Federation, or the Federation in its own name, may appeal from the decision at Step 1 to a Hearing Officer designated by the Superintendent of Schools. (It is the intention of the parties that there shall be a Hearing Officer for all cases for as long a term as possible in order to afford the parties the benefit of the knowledge and experience thus gained by such Hearing Officer.) The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. A copy of said appeal shall be sent to the appropriate District Superintendent and to the Labor Relations section of the Personnel Division. Within ten school days after the receipt of the appeal, said Labor Relations section shall use its good offices to adjust or resolve the grievance amicably. If the grievance is not thus resolved amicably, said Labor Relations section shall refer the matter to the said District Superintendent.

The District Superintendent shall take such steps as he deems necessary in order to adjust the grievance amicably.

Step 2a. If the efforts at amicable adjustment do not resolve the grievance, then, not later than twenty-two (22) school days after receipt of the appeal, the Hearing Officer shall hold a hearing on the grievance.

Step 2b. The aggrieved employe, any Federation representative who may have participated at Step 1, the principal and the Chairman of the Federation Grievance Committee, or his designee, shall be given at least five school days' notice of the hearing and an opportunity to be heard thereat on the subject of the grievance. The appropriate District or Associate Superintendent may participate in such hearing and may advise and counsel the Hearing Officer. In the event the hearing is conducted by a designee of the Executive Director of Personnel, he shall make a written report to said Executive Director.

Step 2c. Within ten school days after the hearing on the appeal, the Executive Director of Personnel shall state his independent decision and the reasons therefor in writing and simultaneously forward copies thereof to the aggrieved employe, to the Federation representatives who participated in this Step and to the principal.

Step 2d. Where a principal has been involved in a determination or an action which gave rise to a grievance, he shall, if requested by the grievant, the Hearing Officer, or the Superintendent, be present at Step 2 and Step 3 proceedings.

Step 3a. Within twenty-five (25) school days after receiving the decision of the Executive Director of Personnel, the Board or the Federation may submit the matter to arbitration if the grievance, complaint or problem involves the compliance with, or application or interpretation of this Agreement, provided that a grievance concerning any Board action, not inconsistent with any provision of this Agreement, taken under any term of this Agreement, requiring or providing for exercise of the Board's discretion or policy-making powers, may be decided by an arbitrator only if it is based on a complaint that such action was applied in a

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manner inconsistent with the general practice under such action followed throughout the school system in similar circumstances.

Step 3b. The method for submitting a matter to arbitration shall be as follows: the party to this Agreement desiring that the matter be arbitrated shall serve a written demand for arbitration upon the other party either by certified mail addressed to the other party or by hand-delivery to a person authorized by the other party to receive a demand for arbitration. The party serving the demand for arbitration shall simultaneously mail a copy thereof to the Philadelphia Regional Office of the American Arbitration Association. The American Arbitration Association shall, as promptly as possible after receipt by it of the copy of the demand for arbitration, submit to each of the parties to this Agreement, an identical list of not less than nine names of persons chosen by it from its "Labor Panel". The arbitrator shall be selected from such list in the manner provided in the then obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, provided, however, that if under such Rules, it is not possible to designate an arbitrator from among the persons named upon such list, said Association shall submit to each of the parties a new identical list of not less than nine names of persons chosen by it from its "Labor Panel". If an arbitrator is not chosen from among the persons named in said second list, said Association shall transmit to each of the parties an identical list containing three names of persons who are members of its "Labor Panel". Within five school days after the mailing of said list containing three names, representatives of the parties shall meet and the representatives of the party who demanded the arbitration shall strike one of said three names; the representative of the other party shall strike one of the two remaining names; and the person whose name has not been stricken shall act as the arbitrator.

In lieu of the above procedure to select an arbitrator, the parties during the term of this Agreement, may agree to mutually select a permanent arbitrator. In the event either party withdraws its approval of the agreed upon permanent arbitrator, they may mutually select and agree upon another permanent arbitrator. If the parties are unable to agree to a permanent arbitrator, then the procedure to select an impartial arbitrator set forth in the above paragraph shall be followed.

Step 3c. The arbitrator shall issue his decision not later than 30 days after the date of the closing of the hearings or, if oral hearings have been waived, then 30 days from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall have the power and authority to decide, and shall limit his decision strictly to the matters specified in paragraph a of this Step 3; he shall be without power or authority to make any decisions:

Step 3c(i). Contrary to, or inconsistent with or which modifies or varies in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; or

Step 3c(ii). Which limits or interferes in any way with the powers, duties and the responsibility of the Board under its By-laws, applicable law and rules and regulations having the force and effect of law, except that this clause (ii) shall not be deemed to limit the arbitrator's authority to make decisions or awards which he is authorized to make under this paragraph c on the matters set forth in paragraph a of this Step 3.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.

The arbitrator's fee will be shared equally by the parties to the dispute.

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The Board agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Federation agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Section 3. General Provision as to Grievances and Arbitration:

3a. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

3b. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Federation to present or process in behalf of any employee without his consent a grievance not of the character described in Step 1b.

3c. Lawyers shall not be used by either party at second step grievance hearings.

Section 4. Appearance and Representation:

4a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are present at the hearing shall be excused with pay for that purpose.

4b. At each of the first two steps of the Grievance Procedure, the Board and the Federation shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Step 3 of the Grievance Procedure, each of said parties shall be given the opportunity to present all documentary evidence and witnesses on which it relies and shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not by reasonable diligence have been discovered prior to the hearing at Step 3.

4c. No officer or Executive Board member, delegate, representative or agent of a minority organization shall represent the aggrieved employee at Step 1 of this procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as distributing literature, collecting dues, circulating petitions, soliciting membership, or serving regularly as a spokesman at employees' meetings. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization other than the Federation.

4d. An employee who is not a Federation representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee at Step 1 of this procedure in more than two grievances during a school year.

5. If a grievance (a) arises from the action of authority higher than the principal of a school or (b) is of such a nature as to involve the application or interpretation of any provision of this Agreement or of any policy or practice or could be deemed as setting a precedent as to the working conditions or welfare of employees, the Federation may present such grievance at Step 2 of this procedure, without Step 1 thereof.

6. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

7a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Federation to lodge an appeal at the next step of this procedure.

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7b. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement of the Board and the Federation.

8. Principals shall make arrangements to allow reasonable time without loss of salary for Federation building representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Executive Director of Personnel, after consultation with the Federation, shall make the final determination.

9. Second step hearings of disputes arising out of rostering and/or assignments for the next school year have priority status and shall be heard as soon after May 25 as possible and no later than July 10.

ARTICLE B-IX WELFARE BENEFITS

1a. Effective September 1, 1985, the Board agrees to pay 85% of the total premium cost for Blue Cross Hospitalization coverage. This is to include dependency coverage as well as individual coverage. Effective August 15, 1988, the Board agrees to pay 95% of such premium cost.

1b. The Blue Cross program shall provide to all employees as follows:

1b(i). 120-day Preferred Comprehensive Plan;

1b(ii). Full benefits in non-member hospitals;

1b(iii). Coverage for unmarried, dependent children to age 25 if they are full time students.

2a. The Board will continue its present participation in the premium cost of life insurance coverage, but in no case shall this be less than approximately one-half of such premium cost.

2b. Effective September 1, 1985, the Board agrees to pay 85% of the total premium cost for Medical Surgical and Major Medical coverage of the employees represented by the Federation who are presently eligible for such insurance coverage. Effective August 15, 1988, the Board agrees to pay 95% of such premium cost.

3. The benefits under the Major Medical insurance plan shall include:

3a. A total maximum deductible for the family of \$150;

3b. Coverage for dependent children until the end of the insurance contract year following their twenty-fourth birthday.

3c. IMPROVED BENEFITS

Effective September 1, 1980, the Major Medical benefits shall be increased as follows:

The current Major Medical program has a maximum liability and co-insurance factor in which the employee must always pay twenty percent (20%) of the bill after the first One Hundred Dollars (\$100.00) per year. This arrangement will be changed so that the benefit will be an unlimited maximum and the co-insurance factor will disappear after Two Thousand Dollars (\$2,000.00) of eligible expenses above the basic deductible. The effect of this arrangement is that an employee and his dependents will have an unlimited Major Medical maximum and will no longer be required to pay twenty percent (20%) of the bill after the eligible expenses reach a total of Two Thousand Dollars (\$2,000.00) above the basic deductible.

4a. Upon employment, an employee, irrespective of sex, shall be permitted to obtain coverage under Life Insurance Plan No. 5 without medical examination; an employee in service for more than ninety days electing to obtain such coverage at any other time must undergo a medical examination satisfactory to the insurance carrier, the cost of which he must pay.

Coverage under the Life Insurance Plan No. 5 shall permit an employee to elect life insurance coverage in the amount of \$2,000 or coverage in the following

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amounts:

Base Salary	Amount	Base Salary	Amount
Under \$1,500	\$ 3,438	\$ 9,000 to 9,999.99	\$15,000
\$1,500 to 2,999.99	5,000	10,000 to 10,999.99	16,250
3,000 to 3,999.99	7,500	11,000 to 11,999.99	17,500
4,000 to 4,999.99	8,750	12,000 to 12,999.99	18,750
5,000 to 5,999.99	10,000	13,000 to 13,999.99	20,000
6,000 to 6,999.99	11,250	14,000 to 14,999.99	21,250
7,000 to 7,999.99	12,500	15,000 to 15,999.99	22,500
8,000 to 8,999.99	13,750	16,000 to 16,999.99	23,750
		17,000 and over	25,000

4b. The amount of insurance provided for employees who retire after September 1, 1970 and who have been participating in the life insurance program, shall be increased from \$1,000 to \$2,000.

5. An individual shall have the option of remaining in the existing weekly indemnity program, or a plan which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave. This plan shall be as follows:

Accumulated Sick Leave	Waiting Period	Benefit Duration
Less than 10 days	7	52 weeks of benefit
10 but less than 30 days	6	Payments after the
30 but less than 60 days	5	individual has utilized
60 but less than 90 days	4	his/her accumulated sick
90 but less than 120 days	3	leave plus waiting
120 but less than 150 days	2	period.
150 but less than 180 days	1	
180 days and over	0	

At the commencement of each school year and until the following July 1, the individual, if he/she elects the optional plan, shall be placed in a category relating to his/her accumulated sick leave. Individuals may elect to revert back to the present plan at the commencement of each school year. The waiting period shall apply only once during each school year commencing with July 1 or September 1. The benefits shall be offset by Social Security after five months of continuous disability.

6. The Board and the Federation will engage in joint legislative action to bring about statutory changes in the laws applicable to retirement to:

6a. Enable retirement at one-half salary after twenty-five years of service;

6b. Make it possible for employees to buy retirement credit for periods spent on maternity leave.

7a. The Federation may review each insurance policy under which employees are covered for the purpose of furnishing to each employee a clear statement of the coverage provided and of the procedures to be followed for the purpose of making claims. Such review shall include systemwide insurance coverages provided by the Board.

7b. As soon as possible the Board shall distribute to each employee a statement of all benefits and Employee Welfare programs available to him and to his dependents and annually thereafter shall distribute a detailed statement of any

change in such plans or programs.

Where a group policy is purchased by the Board to cover any benefit or where a statute is the basis for any benefit, the rights, privileges and duties of each employee with respect to such coverage shall be governed solely by the statute or policy and not by the above statement.

8. Upon appointment, long term substitutes shall become eligible to receive the same insurance rights as regularly appointed employees.

9. Employees shall be granted 3 days leave each year without loss of salary for urgent personal business which cannot be conveniently scheduled on other than work days and for personal emergencies requiring immediate attention. Extension of school holidays, or beginning the summer vacation earlier or extending it later, shall not be deemed personal leave and may not be taken except in most unusual circumstances as hereinafter provided. Application for such personal leave shall be made upon a form to be furnished by the Board.

If not more than 10% of the teachers, one N.T.A., and one Paraprofessional, in a school request leave for a given day, or if the number requesting leave exceeds the limitations stated above but the granting of such leave will not interfere with the school's program, the employee shall have the right to take the leave.

In the event that the number of employees in a school requesting leave exceeds the limitations stated above and the employee's leave will interfere with the school's program, the Personnel Division shall determine whether the leave shall be denied to the employee or employees last filing such request, provided, however, that if such employee or employees request the leave because of an emergency, the leave shall be granted.

Attendance at the commencement of relatives and friends, absence in connection with the death or funeral of distant relatives and friends, or in connection with the marriages of relatives or friends, and appearances in court in a case in which the employee is plaintiff or defendant will be treated solely as personal leaves.

The Personnel Division shall also determine whether or not the request for personal leave which has the effect of extending the school holidays, or beginning the summer vacation earlier or extending it later, shall, under most unusual circumstances, be granted.

10. If schools are closed by administrative action, an employee shall not be charged for a day of sick leave or personal leave provided that a substitute has not been assigned and paid for that day.

11. The present policy of the Board is that teachers shall not transport children in their automobiles, and other employees shall not be required or permitted to use their automobiles for any purpose in connection with their employment, provided, however, that (1) if this policy is changed, then the Board will provide liability insurance and (2) if the Board becomes a self-insurer, it will furnish legal defense for the employee and make him whole for any costs or verdict obtained against him if he is sued as a result of such use on a previously approved program incident to a school activity.

12a. The present practice shall be continued so that upon termination of service, an employee whose services were not terminated for intentional misconduct shall be entitled to receive compensation for 25% of unused accumulated sick leave days and for 100% of accumulated unused personal leave days.

12b(i). For teachers in the school year of termination, sick leave days shall be accumulated at the rate of 1 day for each calendar month of such year prior to termination of service, except that teachers employed on special service schedule in institutions shall accumulate sick leave at the rate of 1.09 days for each such month up to a total of 11 months.

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12b(ii). For other employees in the school year of termination, the accumulation of sick leave days for such year shall be calculated by multiplying by ten the quotient of the number of months worked in such year divided by the total number of working months in said year.

12c(i). For teachers, personal leave is accumulated on a calendar year basis, personal leave in the calendar year of termination of services shall be accumulated at the rate of one day for each $3 \frac{1}{3}$ months prior to such termination, except that teachers employed on special service schedule in institutions shall accumulate personal leave at the rate of one day for each $3 \frac{1}{3}$ months (including July and August) in the calendar year of termination of services.

12c(ii). For other employees, since personal leave is accumulated on a calendar year basis, such leave in the calendar year of termination of services shall be accumulated for ten month employees at the rate of one day for each three and one-third months of employment prior to such termination and for twelve month employees at the rate of one day for each four months of employment prior to such termination.

12d. Termination pay applicable to evening school service for teachers is provided for in Article T-XI, Section 6b of this Agreement and for Secretaries is provided in S-IX, Section 4.

12e. The value of a leave day for ten-month employees for the above purposes shall be one-two hundredth ($1/200$) of the annual salary such an employee is receiving at the time of termination, and the value of a leave day for the above purposes of a twelve-month employee shall be one-two hundred and fortieth ($1/240$) of the annual salary such employee is receiving at the time of termination.

13. Upon request, a sabbatical leave will be granted to a teacher and other professional employees with a satisfactory rating and with at least twenty years of continuous service for the Board and as further restricted under the rules of the Board as listed in Administrative Bulletin 12. A leave of absence because of the employee's illness or because of his service with an educational institution or with the Federation shall not delay the time at which such sabbatical leave may be taken but, for the purpose of this Section, the duration of such leave of absence, except in the case of a leave of absence for service with the Federation, shall not be included in calculating the length of the employee's service for the Board.

14. The present regulations governing employees during pregnancy and maternity leave shall not be changed except by agreement of the parties.

15. For the purpose of leaves of absence on account of death of an employee's relative, the phrase "immediate family" in Administrative Bulletin 12 shall be deemed to include the employee's father-in-law and mother-in-law.

16. Without limiting or reducing the benefits now accorded under Administrative Bulletin 12, the Board shall continue the policy described below in this Section of granting certain benefits to employees beyond the benefits, if any, provided by the Pennsylvania Workmen's Compensation Act:

During the first year of an employee's absence because of injury sustained as the result of a physical assault by reason of his status as an employee and the past or present performance of his duties as an employee, such employee shall be paid an amount, including payments, if any, to which he is entitled under the Workmen's Compensation Act, equal to the compensation he would have received during the period of his absence; his absence shall not be charged against his sick leave or personal leave, and his reasonable medical expenses arising out of such injury will be reimbursed by the Board.

Other details concerning the implementation of this policy are set forth in Administrative Bulletin 12.

17. When authorized in writing by an employee and as soon as it becomes

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mechanically possible, the amount of his loan and savings payments to a credit union shall be deducted from his salary and transmitted to such credit union, provided that the membership of the credit union is limited to employees of a public school system and to members of their families and that it is chartered by the State or by the Federal Government.

18a. At the end of each school year, the Board shall provide each employee with an accounting of his unused sick leave days and his unused personal leave days.

18b. An employee who fails to submit a properly documented absence card within the pay period of absence shall not be paid until the card is delivered to the principal or his/her designee.

19a. An employee returning from maternity leave before the child's second birthday is entitled to return to the former school if a vacancy exists and for teachers if such assignment does not interfere with racial balance and experience balance. If such employee is not assigned to her former school, she shall be considered as having received an involuntary transfer. Teachers shall be assigned in accordance with the provisions of Article T-VIII, Section 10f of the Agreement and secretaries shall be assigned in accordance with the provisions of Administrative Bulletin 19.

19b. Within ninety days before the child's second birthday an employee may apply for an extension of the maternity leave beyond the child's second birthday, but the entire leave shall not exceed a total of four years. If the employee uses this extension, she loses her entitlement to return to her former school as well as her school seniority but not her systemwide seniority.

19c. Those members who adopt children shall have an equal leave available to them as members who give birth to a child - up to 4 years even if adopted child is over 18 months.

19d. An employee who is granted an 89 day maternity leave that expires after May 1 may choose to extend such leave to the end of the school year.

20. Inoculation against childhood diseases shall be provided for any employee who desires such inoculation at no cost to the employee.

21a. The Board and the Federation shall join in negotiations with local universities to arrange for regular credit courses to be given at convenient locations in the several numbered districts.

21b. Upon presentation of proper identification, employees will be enrolled in evening school classes, on a no fee basis, where such classes already exist, to the extent that places in such classes permit.

22. PHILADELPHIA FEDERATION OF TEACHERS - HEALTH AND WELFARE FUND

22a. CREATION OF TRUST FUND

It is understood and agreed that the Philadelphia Federation of Teachers, Local 3, AFT, AFL-CIO shall establish a Trust Fund to be designated and known as the "Philadelphia Federation of Teachers Health and Welfare Fund". Beginning with the 1978-1979 school year the Board shall pay into such fund the sum of five hundred eighty-one dollars (\$581.00) for each employee. The aforementioned five hundred eighty-one dollars (\$581.00) shall be paid by the Board to the Trust Fund at the rate of twenty-nine dollars and five cents (\$29.05) for each of twenty (20) full bi-weekly pay periods.

Effective the dates set forth below the sum for the school year and for each of twenty-six (26) full bi-weekly pay periods shall be as follows:

School Year

26 Full
Bi-weekly
Pay Periods

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September 1, 1985	\$775	\$29.81
September 1, 1986	800	30.77
September 1, 1987	825	31.73

Effective February 1, 1977, for part time employees who are not now receiving full Health and Welfare benefits, one half the contribution above shall be paid in the same manner as described in this Article.

In the event an employee ceases to be employed by the Board, the obligation of the Board shall be prorated for the period of employment.

The Trust Fund shall have its place of business in Philadelphia, Pennsylvania, and it shall be operated by a Board of Seven (7) Trustees, Six (6) of whom shall be appointed by the Federation and one of whom shall be the Superintendent of Schools or his designee.

22b. PURPOSE OF TRUST FUND.

The purposes of the Trust Fund shall be to make payments from principal or income or both, of (1) benefits to employees, their families and dependents for medical and hospital care; (2) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (3) benefits for any and all other purposes which may be specified by the Trustees of the Fund, provided same are within the scope of applicable law.

Subject to the stated purposes of the Trust Fund, and applicable law, the Trustees shall have full authority to establish rules and regulations with respect to coverage, amounts of benefits, eligibility, priorities among classes of benefits, methods of providing or arranging for provisions for benefits, investment of Trust Funds, and all other related matters including reasonable and necessary administrative costs.

22c. PAYMENT TO TRUST FUND.

The payment to the Trust Fund shall be made by the Board to the Fund at the conclusion of each full bi-weekly pay period for twenty-six (26) such payments during the school year.

22d. TITLE TO MONIES PAID INTO TRUST FUND.

Title to all the monies paid into and/or due and owing said Trust Fund shall be vested in and remain exclusively in the Trustees of the Trust Fund. No benefits or monies payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The monies to be paid into said Trust Fund shall not constitute or be deemed wages due to the individual employee nor shall said monies in any manner be liable for or subject to the debts, contracts, liabilities or torts of any beneficiary of such Trust Fund.

22e. LEAVE OF ABSENCE FOR EMPLOYEES TO WORK FOR HEALTH AND WELFARE FUND.

In accordance with the provisions of Article B-II, Sections 8a and 8b of this Agreement, employees who are elected and/or appointed to full time positions with the "Philadelphia Federation of Teachers Health and Welfare Fund" shall be granted leaves of absence for the purpose of accepting those positions. No more than ten (10) employees from among all of the bargaining units presently represented by the Federation shall be granted such leaves of absence for any school year.

23. Except during Christmas and Easter holiday periods, evening school employees will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

24a. Evening school employees will be given, for each period beginning September 1, and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) day

of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

24b. An evening school employe shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the employe last served in evening school.

25. The Board agrees to establish the "Philadelphia Federation of Teachers Legal Services Trust Fund" which will be organized to qualify as a tax exempt organization pursuant to the provisions of the United States Internal Revenue Code of 1954, as amended. The exclusive function of said Trust being to form part of a qualified legal services plan within the meaning of Section 120 of the United States Internal Revenue Code of 1954, as amended. Effective with the school year commencing September 1, 1985, and for each school year thereafter during which this Agreement is in effect, the Board shall pay to said Trust Fund \$125.00 per year for each employe covered by this Agreement payable at the rate of \$6.25 per employe per pay period for twenty (20) full bi-weekly pay periods each school year.

It is further agreed that there shall be established a qualified group legal services plan of which the aforescribed Trust Fund shall form a part, pursuant to the provisions of Section 120 of the United States Internal Revenue Code of 1954, as amended.

The purpose of the Philadelphia Federation of Teachers Legal Services Trust Fund shall be to provide for the exclusive benefit of employes, their spouses or dependents specified benefits consisting of personal legal services through prepayment of, or provision in advance for, legal fees in whole or in part.

The Philadelphia Federation of Teachers Legal Services Trust Fund shall have such places of business as the Trustees in their discretion may from time to time direct. The Philadelphia Federation of Teachers Legal Services Trust Fund shall be operated in the same manner as the Philadelphia Federation of Teachers Health and Welfare Fund by a Board of seven (7) Trustees, six (6) of whom shall be appointed by the Federation and one of whom shall be the Superintendent of Schools or his designee.

All provisions of Section 22 above which are applicable to the Philadelphia Federation of Teachers Health and Welfare Fund, with respect to the Trustees' authority to establish rules and regulations regarding coverage, amounts of benefits, eligibility, methods of providing and/or arranging for the provision of benefits, investments of funds and other related matters; to leaves of absence for School District employes working for the Fund, to prorating the payments of employes who cease working for the Board; to the methods and times of payments of amounts to the Fund; and to the title of the monies paid to the Fund, shall be fully applicable to the Philadelphia Federation of Teachers Legal Services Trust Fund to the extent permissible under applicable law.

26. The School District of Philadelphia shall provide equal fringe benefits for male and female employes. Medical benefits shall cover female related medical matters, such as obstetrics, on the same basis as all other temporary disabilities.

27. When and if the Commonwealth of Pennsylvania makes provisions for early retirement at age 55, with 25 years of service, forgiving the early retirement penalty, the Board and the Union shall meet for the sole purpose of negotiating what, if any, medical insurance and welfare benefits shall be provided to employees retiring under such plan, between the date of retirement and age 62.

This negotiation shall be limited to this one subject and the collective bargaining agreement between the parties shall remain in full force and effect

ARTICLE B-IX

notwithstanding any agreement or lack of agreement on early retirement. Any agreement reached by the parties shall be included in the Collective Bargaining Agreement.

ARTICLE B-X LONG-TERM SUBSTITUTES

1a. A per diem substitute employee shall become eligible for, and be deemed to hold long term status, and shall be assigned as a long term substitute in the position he holds, when he has:

- (i) Served at least twenty (20) consecutive days in a position likely to exist for three (3) months or more; and
- (ii) Received a rating of "Satisfactory" from the principal during such twenty (20) days of per diem service.

1b. If an employee once designated a long term substitute is assigned to a position likely to exist for three (3) months or more, such long term substitute shall not be required again to fulfill the other requirements of 1a(i) and 1a(ii) above.

2a. Whenever possible, a long term substitute must be given two weeks notice before he is replaced by an appointed employee.

2b. Preference for known long term vacancies by seniority will be given to long term substitutes who have shown competence in the subject to be taught or area of assignment, and who have not been recommended for dismissal in prior assignments.

3. Long term substitutes shall be required to perform only those duties normally required of an appointed employee.

ARTICLE B-XI RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Federation, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, and will undertake to exert its best efforts to discourage any such acts by any such employees.

ARTICLE B-XII DURATION OF AGREEMENT

This Agreement shall be in effect from September 1, 1985 through August 31, 1988. Either party may give twenty days written notice of its intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined in Public Employees' Relations Act 195 of the 1970 Session of the General Assembly.

ARTICLE B-XIII CONCLUSION

In a field of collective bargaining which presents new and unresolved problems, the parties have successfully defined in this Agreement the proper area of interest on the part of the employees in their rates of pay and conditions of work while providing simultaneously a mechanism for the employees through the

ARTICLE B-XIII

Federation to convey to the Board their views based on their knowledge and experience on matters of educational policy and professional concern.

This Agreement entered into by the Board in the exercise of its authority under the provisions of law provides terms and conditions for the joint relationship which will redound not only to the benefit of the Board and the employees but more particularly to the benefit of the students as well.

At the same time, it is the purpose of this Agreement to preserve the complete authority of the Board to take action not inconsistent with any provision of this Agreement in respect of the policies and administration of the school system which it exercises under the provisions of law.

With such a definition of the respective rights and obligations of the parties, the parties hereto believe that the Agreement will thus provide the basis for making more effective and efficient the school system of Philadelphia.

ARTICLE B-XIV GUARANTEE CLAUSE

During the term of this Agreement, the Board agrees that it will appropriate in its annual budget(s) for each year of the contract sufficient monies to provide for, maintain and guarantee without exception each and every economic provision set forth in this Agreement. The Board further agrees that it will not, under any circumstances, unilaterally abrogate any economic provision of this Agreement during its term.

ARTICLE B-XV JOB SECURITY

1. The parties agree that all employees who were regularly appointed to a full-time and/or part-time position and who were employed in that position during September 1, 1979 to June 30, 1980 school year shall be reemployed effective immediately and/or continued to be employed in their positions continuously during the term of this Agreement, thereby guaranteeing such employees full and complete job security during the term of this Agreement, except that in each job classification, employees may be laid off only in proportion to the projected decline in pupil enrollment as of the allotment date for each year of this Agreement, such layoffs to be effective in that year only after giving required notice to such employees on or before June 30 of that year.

To the extent that vacancies occur, due to new or expanded programs, sabbatical leaves, study leaves, long-term illness leaves, etc., or to maintain the class size and preparation time provisions of this contract, the Board will reassign laid-off employees first to any position or positions for which the Board needs additional employees and for which the laid-off employee is qualified, first in a position in employee's area of certification(s) and/or classification(s) and if such position is not available, then in another position which is available for which the laid-off employee is competent to perform.

In the event that such laid-off employees are not competent to accept such positions, the Board shall make available appropriate retraining opportunities. Such retraining shall be provided by the Board or the City of Philadelphia's Office of Employment and Training. Wherever the salary of the position to which an employee has been reassigned is lower than their previous salary, he/she shall be red-circled.

When and if during the term of this Agreement, the Federal Government decides not to fund adequately one or more of the Board's Federally and/or Categorically funded programs, the Board agrees that it will immediately request the Federation

ARTICLE B-XV

to join with the Board to meet with representatives of the Federal Government or other funding agency, for the purpose of having the Federal Government or other funding agency reconsider its decision not to fund adequately one or more of its programs. In no case can the Board request the Federal Government or other funding agency in any way that any of the Board's Federally and/or Categorically funded programs should not be adequately funded if such action would result in layoffs. If the Federal Government or other funding agency should decide not adequately to fund a program or programs, which the Board is operating during the term of this Agreement, notwithstanding the joint efforts of the Board and the Federation to prevent such curtailment, then the Board shall make every effort to avoid layoffs of the employees involved in the Federally and/or Categorically funded program(s) which is/are being curtailed.

The number of employees to be laid off because of a decision by the Federal Government or other funding agency to curtail a program(s) operated by the Board and any and all other disputes under this Article shall be subject to the grievance and arbitration provisions of this Agreement. Whenever such a dispute shall arise, the Federation shall have the right to examine and Board's books and records.

Employees need not be replaced when and if they should leave their positions by reason of death, retirement or termination of employment, except for but not limited to the class size or preparation time provisions of this Agreement or by applicable law, and provided that no employee competent to fill such position is on layoff.

2. When and if layoffs are effected it is agreed that senior employees in a position and/or classification shall have the right to take layoff in lieu of an employee with less seniority in the position and/or classification.

ARTICLE B-XVI NON-REPRISAL CLAUSE

a. The Board and the Federation agree that no reprisals whatsoever, whether they be economic, non-economic or otherwise, shall be imposed by either party against any employee, whether or not such employee is in any bargaining unit, represented by the Federation, on account of his/her activities or lack of activities relating to the work stoppage.

b. The Board and the Federation agree that no such employee shall be punished or rewarded, discriminated against or harassed on account of his/her activities or lack of activities relating to the work stoppage.

c. No record or notation regarding the work stoppage shall be entered in the files or records of the parties of any such employee of the Board.

d. The Board and the Federation have agreed to request that all persons who have filed or may file criminal charges against Federation members who engaged in the work stoppage, to withdraw all such charges.

e. The Board agrees to petition the court to withdraw and/or dismiss with prejudice all petitions to ban picketing and all other legal actions instituted by the Board.

SECTION T

PROVISIONS RELATING

TO

TEACHERS, PSYCHOLOGISTS, THERAPISTS,

DENTAL HYGIENISTS AND DENTISTS ONLY

(SEE ALSO BASIC PROVISIONS)

September 1, 1985

to

August 31, 1988

ARTICLE T-I
RECOGNITION

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for all classroom teachers, guidance counselors, librarians, home and school visitors, formerly known as attendance officers, Masterman teachers, teachers on leave, special classroom teachers (i.e. home-bound, museum or those who rotate from one school to another), collaborating teachers or consulting teachers, provisional teachers, long term substitute teachers, department heads, coordinators, administrative assistants and released teachers as listed in Resolution 3 of the Board minutes of February 9, 1965, (all of whom are hereinafter referred to as a "teacher" or "teachers"); teachers in school extension programs and in evening schools (hereinafter referred to as Evening School Teachers); therapists, pursuant to the Resolution of the Board dated August 8, 1966, dental hygienists pursuant to the Resolution of the Board dated May 13, 1968, school psychologists pursuant to the Resolution of the Board dated October 27, 1969 and dentists pursuant to the Resolution of the Board dated April 10, 1972.

ARTICLE T-II
DAY - YEAR - ROSTER

1a. The present teacher day for each school level is as follows:

Elementary	8:45 a.m. to 3:30 p.m. (1 hour and 15 minutes lunch)
Junior High	8:45 a.m. to 3:00 p.m.
Technical High	8:45 a.m. to 2:30 p.m.
Senior High	8:40 a.m.* to 2:43 p.m.**

* subject to Section 1c(i) below, Senior High teaching time shall begin no earlier than 8:45 a.m.

** subject to Section 1c(i) below.

"Middle Schools" shall for all purposes of this Agreement be deemed to be and be treated as junior high schools.

The above schedule is subject to modification in meeting unique needs as long as there is no increase in the total hours of work.

The orderly planned opening of the school day is essential to the full and effective utilization of instructional time. Consequently, teachers should be in their classroom at the contractual times and should remain in the classroom until all student are dismissed.

1b. The school year for students shall consist of 187 days and for teachers shall consist of 190 work days.

1c. In senior high schools where physical facilities permit, the teaching time for teachers shall be 20 minutes longer per day than in the school year 1970-71 within the elapsed time in effect at that time. In order to comply with the instructional time requirement of the Commonwealth of Pennsylvania, the present five (5) minute lead time in Senior High Schools shall be utilized for instruction, and teachers shall be rostered in accordance with this change. The present length of the teacher day in the Senior High schools shall be increased by

ARTICLE T-II

thirteen (13) minutes. All Senior High teachers whose day is extended by these thirteen (13) minutes shall be paid for the additional thirteen (13) minutes per day at the present extra-curricular pay rates. Under this arrangement, the total additional eighteen (18) minutes of instructional time shall be rostered as an integral part of the regular senior high school day. The extra-curricular classes which had existed pursuant to Article T-II, Section 1f of the expiring collective bargaining agreement shall no longer exist. This diminution in extra-curricular classes shall not affect other extra-curricular activities not related to the length of the Senior High School day.

1c(i). Effective September 1, 1982, the extended Senior High School day, as specified in article TII, Sec. 1c, shall be suspended. The Board and the Union shall jointly request an advisory opinion from the Department of Education, with respect to the length of the High School day. They shall be guided by such opinions with respect to continuation or discontinuation of the said 13 minutes and pay therefore.

1c(ii). In junior high schools where physical facilities permit, the daily instructional time for students shall be increased by increasing the length of the class periods. In such junior high schools the teaching time for teachers shall be 15 minutes longer per day than in the school year 1970-71 within the elapsed time specified in Section 1a of this Article. An advisor shall be assigned to no more than 25 periods in addition to the guidance period. A non-advisor shall be assigned to no more than 28 periods.

The number of teaching periods per teacher per week shall remain as in the 1970-71 school year.

1d. Each teacher shall be assured a duty-free lunch period co-extensive with one of the lunch periods for students current in the teacher's school, provided, however, that the duration of a teacher's lunch period shall be no less than 45 minutes in an elementary school and not less than 40 minutes in any other school, provided, however, that the duration of a teacher's lunch period above provided for may be reduced by the number of minutes by which, in his school, the "teacher day" above provided for is reduced. If his school has no lunchroom facilities, the teacher shall be assured a duty-free lunch period of one hour.

In dual shift schools, a teacher whose regular schedule is entirely within one shift shall not have a lunch period.

1e. During the school year 1972-73 the provisions of Article IV, Section 1a through 1e of the 1970-72 Agreement applicable to the 1971-72 school year shall remain in effect.

2. No teacher shall be required to teach a split roster.

3. A teacher may, with his consent, be assigned to more than five periods of teaching a week outside of his field of appointment.

4a. Notification of his proposed grade or class assignment for the following school year shall be given to each teacher at as early a date as possible, but, in any event, no later than May 25, if possible.

4b. In secondary schools, the principal, such members of the faculty as he may designate and the building committee shall discuss criteria for rostering for the following school year based upon suggestions submitted by the faculty to the principal, his designees, and to members of the building committee. No later than May 25, the principal shall present the tentative roster plans to the building committee to afford it an opportunity to ascertain that the criteria adopted have been fairly followed.

In senior high schools by June 10, tentative rosters shall be distributed to the individual teachers. If changes are necessary between tentative rosters and final rosters, any teachers concerned shall be notified. If the teachers concerned are no longer in school (because of the summer vacation), and cannot be

ARTICLE T-II

reached, the Board shall communicate the changes and the reasons for them to the Federation office for transmission to the teachers involved. In addition to the Building Committee, any interested teacher from that particular school may examine the organization plan.

In junior high schools by June 10, teachers shall be notified of what grades and sections they will teach. Where grouping is practiced, teachers shall also be notified of the ability levels of each group they are scheduled to teach. During the summer when the roster is actually being constructed, any teacher as well as members of the building committee may come to the school to review and discuss the roster as it is being constructed, with the administrator in charge.

The master roster shall be posted in each school.

5. In departmentalized schools, rostering practices shall include a limitation on the number of grade levels or subjects and the number of tracks within grade level or subject to be taught. The number of grade levels or subjects to be taught shall be limited to three and the number of different lessons to be prepared according to grade level and type of class within the grade level shall be limited to four, except where the number of specialized subject area teachers assigned to a department makes such limitations impossible.

6. Where floating rosters are necessary in a school, they shall be shared equitably among all departments except as to those classes which must be held in a room in which necessary equipment is not readily movable.

7. Pursuant to Article T-II, Section 5, a junior high school major subject teacher shall, where possible, be scheduled to not more than six different groups during a week with a total of no more than 24 periods in major subjects or to not more than 5 different groups with a total of no more than 25 periods in major subjects. Special consideration shall be given to rosters assigned to new teachers.

8. Where administratively possible, Junior, Senior and Technical High School teachers shall be rostered for no more than three consecutive teaching periods except that where multiple periods are involved they shall be rostered for no more than four consecutive teaching periods.

9. Whenever a teacher is required to cover an assignment during a preparation period, he shall receive in writing the reason therefor before the request or not later than the next school day.

10. A teacher in the elementary school supportive position who wishes to return to a grade assignment, and is so qualified, may indicate this desire in writing to the principal by March 31 for the following term. Reorganization for the following term must then include said teacher as a classroom teacher if there is a vacancy, and if no vacancy occurs, the staff member with a grade assignment with least seniority must assume the supportive position.

11. Museum education instructors shall have a more flexible lunch hour in order that classes may be scheduled between noon and 1 P.M. when requested, and at other times than 10 A.M. and 11 A.M. and 1 P.M. The individual museum education teacher is to be consulted when classes are scheduled at other than 10 A.M., 11 A.M., and 1 P.M.

ARTICLE T-III DUTIES - MEETINGS - DISCIPLINE

1a. Promptly upon the execution of this Agreement, the Board and the Federation shall each designate not more than four persons to constitute a Joint Committee whose function it shall be to study extra-curricular activities other than those listed in Section 10 of Article T-VII; the number of teacher hours required for and to be allotted to each such activity; and the procedures to be

ARTICLE T-III

used in staffing such activities. The report of said committee shall be rendered to the Board and the Federation not later than March 1, 1971. The Board will, before April 1, 1971, announce the action, not in conflict with Section 11 of Article T-VII hereof, which the Board takes upon said report and such action shall be effective as of September 1, 1971.

1b. Pursuant to the parties' mutual objective of returning teachers to a full teaching schedule in the classroom wherever possible, such activities as sponsoring of the yearbook, acting as senior class sponsor and the like shall be rescheduled for hours prior to the beginning or subsequent to the end of the school day. Teachers engaged in such activities shall be compensated therefor by being paid at the extra-curricular rate for each hour allotted thereto rather than by being granted roster compensation as heretofore.

1c. A teacher who is performing any such activity as mentioned in subsection "b" of this section during the school day and is receiving roster compensation therefor, who is rescheduled to pre or post-school day hours for the performance of such activity, shall, immediately upon such rescheduling, be paid at the extra-curricular rate per hour for all hours allotted thereto.

2. To the extent possible, teachers shall be relieved of non-teaching duties such as hall patrol, lunchroom, locker room, lavatory, clerical and yard duties. In addition, where release from such non-teaching duties will permit the return of a teacher, first, to a normal teaching load, and second, to other professional duties, the savings resulting therefrom shall be applied toward the further elimination of such non-teaching duties and the hiring of non-teaching assistants and matrons for this purpose. The release from such non-teaching duties made possible by effectuation of the preceding sentence shall be equitably allocated among, and afforded to all teachers.

Upon the execution of this Agreement, the Board and the Federation shall designate representatives to constitute a joint committee whose function it shall be to obtain data concerning, and to see to the effectuation of the foregoing paragraph.

3. No teacher shall be required to perform duty on street corners which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of a teacher only if the need for such duty exists and police officers, crossing guards or non-teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by teachers in that school.

4. All non-teaching duties and emergency assignments within a school are to be shared among all teachers, except kindergarten teachers, on an equitable basis.

5a. All faculty meetings are to be held on school time (defined as the pupil day), except that with permission of the District Superintendent, two faculty meetings a month may be extended by a maximum of thirty minutes each beyond school time.

5b. Except in case of emergency which cannot be avoided and except for a meeting to be held during the first four weeks of the school year, at least two weeks notice shall be given of any faculty meeting extending beyond school time.

5c. Teachers shall be entitled to submit written requests for inclusion of subjects on the agenda of faculty meetings and the method of presentation thereof. If the matter will not be included on the next agenda, the Principal shall, in writing, notify the teacher making the request either of the date when the subject will be so included or of the reason of his refusal so to do.

5d. Any printed or duplicated materials distributed at a faculty meeting shall not be read to the teachers.

6a. A teacher shall not be required to participate in more than two night

ARTICLE T-III

activities during a school year.

6b. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of teachers is required.

7. An Evening School teacher shall suffer no loss in leave time or evening school pay if he is absent because he is required to attend an unpaid activity by his day school principal.

8. Scheduled meetings on school time for teachers shall be held only if a reasonable alternative cannot be found. In case it is necessary to hold a meeting on school time with teachers, substitute service shall be provided as follows:

- (1) Length of meeting 2 to 3 hours - 1/2 day of substitute service.
- (2) Length of meeting more than 3 hours - 1 day of substitute service.

9. Tenured and/or non-tenured employees shall not be subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

ARTICLE T-IV COMMITTEES

1. The Director of Student Scheduling and a committee designated by him shall meet periodically with a committee of roster and organization chairmen to discuss the improvement of computer scheduling.

2. The practical experience of teachers in particular instruction areas is to be utilized through their membership in broad-based committees in the planning, layout and equipping of all school facilities and in the determination of supplies to be included on lists distributed to the schools, of supplies that may be requisitioned.

3. By November 1, 1970, a committee shall be established which shall include among its members representatives of the Federation to study and make recommendations for a unified plan relating to the supervision of student teachers and compensation therefor, if any.

4a. The principal and building committee shall jointly formulate the criteria to be used in the selection of teachers for positions or tasks or extra-curricular activities of a school, provided, however, that participation in other uncompensated duties or activities within the School District shall not be one of such criteria.

In the event of inability to agree on the criteria, the determination of the principal shall be final, provided it is neither arbitrary nor capricious. All teachers, including special class teachers, in the school who meet the criteria for such positions or tasks shall be eligible for assignment thereto.

4b. Where two teachers objectively approximately equally meet the established criteria for a position or task within a school, seniority shall govern the appointment to that position.

5a. In order to encourage greater teacher participation in curriculum planning, lists of proposed curriculum committees shall be published within schools so that teachers may have an opportunity to apply for membership.

5b. Every systemwide curriculum committee shall include at least one teacher from each school district.

5c. Curriculum committee reports shall identify the suggested basic skills and knowledge appropriate to the curriculum being designed. Reference shall be made to specific materials and techniques which will achieve such skills and

ARTICLE T-IV

knowledge.

All final reports of such committees shall include a minority or dissenting report if such opinion exists.

5d. In the event that district curriculum and/or textbook committees are established by a District Superintendent, there shall be an adequate number of teacher members on such committees selected in accordance with the provisions of Article B-II, Section 2a of this Agreement, in addition to those selected in accordance with Article B-II, Section 2b. Should the Board decline to select anyone named on the first list of nominees submitted by the Federation, the Federation shall submit an additional list from which the Board shall make its selection.

6a. Teachers shall continue to participate in the book listing practices of the school system to obtain more flexibility in the selection of books and to expand the lists.

6b. Book listing committees shall also prepare lists of instructional aids and materials appropriate to their area of responsibility.

6c. When a book is removed from the current book list, it shall be listed on a non-current list accompanied by the date when it will be removed therefrom.

7. When the Home and School Association of a given school or the faculty thereof requests a teacher representative, such a teacher representative shall be elected by the teachers of that school.

8. An ad hoc committee, which shall include representatives of the Federation, shall be established to study problems of articulation between junior and senior high schools.

9. The Board and the Federation shall establish a Joint Committee to study the effective use of teacher preparation time.

ARTICLE T-V

PUPILS - PROGRAMS - CURRICULUM

1. Where programs referred to in section 1b(i) of Article B-II provide for the employment of employees (1) to provide training and instructional services to specialized groups of students, not part of the State mandated school program, and (2) who are not required by the contract or grant document governing the program to meet state requirements for fully qualified teachers, such employees, to the extent permitted by applicable law, regulations, guidelines, contract or grant document, shall be paid at the rate of a long term substitute for the first six hours and at the School Extension rate for all additional hours worked.

To the extent permitted by such contract or grant document, the Board shall provide to the employees engaged in such programs the working conditions provided in this Agreement.

2. All specialist teacher positions hereafter to be filled, such as Reading Adjustment, Collaborating, Consulting, Physical Education, Art, Music, Administrative Assistants, EIP Consulting Teachers and other similar new specialist teacher positions in the elementary schools shall be impartially filled on the basis of an examination appropriate for each such category.

3. The preparation of daily or weekly lesson plans by a teacher with a satisfactory rating who has completed the probationary period may be required only to the extent of an outline of the daily activities of the class including topic, instructional aids and supplies used and references to textbooks and/or curriculum guides. Each teacher shall have available emergency lesson plans for use by substitutes. If a teacher's classroom performance appears to be, or is becoming unsatisfactory, he may be required to prepare more detailed lesson plans.

4. The Board and the Federation agree that the adjustment of behavioral

problems is the joint responsibility of teachers and administrators. Teachers shall have immediate recourse to administrators who shall give the teacher effective and consistent support in each case.

In order to involve the teacher more fully in the handling of behavioral problems, it is agreed that the teacher shall communicate a summary of the problem and, if possible, its cause to the principal promptly upon requesting assistance. The principal or his designee shall promptly take appropriate action and shall notify the teacher immediately thereafter. Where such communication from the teacher to the Principal is in writing the Principal's notification to the teacher shall be in writing.

The utilization of a properly filled in form shall be deemed to be in compliance with this provision.

5a. Emotionally disturbed pupils and pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early additional support to help them treat with resulting problems by making available to them the counseling, psychological and psychiatric services of the school system and by giving serious consideration to the removal of such pupils from the class, not for the purpose of punishing the pupils involved but rather to find the causes of such behavior and to attain remedies therefor.

5b. Mentally, emotionally and educationally handicapped children shall at the earliest possible opportunity be placed in classes that are best prepared to meet their needs. This shall be done following careful study made promptly upon indication of need therefor of the characteristics, development and unique problems of the child requiring special attention. The combined judgment of the principal and teacher or teachers involved shall be added to the diagnosis and prescriptive information provided by the school psychologist in order to help the principal to determine the best possible placement for the child.

5c. Where possible, children shall be placed in an appropriate setting within thirty (30) days of the receipt of a psychological evaluation.

5d. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

6. Grades given by a teacher shall not be changed without written notice to the teacher.

7. The School District shall make periodic reports and evaluations of all experimental and model programs of instruction and shall make them available to any interested teacher.

8. The Superintendent shall determine the forms, requisitions and tests which he will require teachers periodically to complete or administer and shall furnish to each teacher at the beginning of each school year a schedule of the dates, hereinafter called "due dates", upon which these are to be submitted or administered. Changes in such schedule and additions thereto may be made upon ten (10) school days' notice prior to the due date. Teachers may be required to complete or administer forms, requisitions and tests not listed in said schedule upon ten (10) school days' notice prior to the due date thereof, unless the government agency or private foundation requiring such forms, requisitions or tests, has not requested them in sufficient time to make it possible to give the teachers ten (10) school days' notice.

9. To the extent administratively possible, a teacher with appropriate qualifications shall be given opportunity to teach classes of varying grade and achievement levels.

10. No student teacher shall be assigned to a teacher who has less than two years of teaching experience and who does not hold provisional or permanent

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certification for the subject being taught.

11a. The Board and the Federation agree that special attention and supportive help and guidance in classroom techniques shall be provided the new teacher. All available resources including principals, vice principals, department heads and administrative assistants, as well as the experience and diverse abilities of all teachers, should be utilized to help orient the new teacher. New teachers may be given an orientation program supervised and demonstrated by the principal. No more than 15 hours without compensation shall be used for such purposes during the year. Special consideration shall be given to rosters assigned to new teachers.

11b. A joint Administration-Federation committee shall be formed for the purpose of formulating a program where support, help and guidance are to be provided for any long term, provisional, or Temporary Professional Employee whose performance indicates a need for such assistance. An attempt will be made to obtain college and/or in-service credit for such a program.

12. Any team teaching model introduced into a school shall provide the teachers involved with adequate planning time appropriate to the nature of that model.

13. Home Economics classes shall be open to students of both sexes to the extent space in such classes is available in a school.

14. Report cards and other appropriate literature for parents shall be provided in Spanish for children from Spanish speaking homes.

ARTICLE T-VI SUPPORT SERVICES - SUPPLIES - FACILITIES

1a. The Superintendent of Schools shall, where possible, assign a total of at least 25 long term substitutes hereinafter called "auxiliary teachers," to schools with:

1a(i). A faculty large enough to have normal daily absences sufficient to warrant such service;

1a(ii). An abnormal daily teacher absence sufficient to warrant such service, regardless of the size of the school; and

1a(iii). To a cluster of schools no one of which alone qualifies for such assignment, but which, because of proximity and collective needs arising from the reasons set forth in (i) and (ii) above, are able to make use of such assignments.

1b. The District Superintendent may assign an auxiliary teacher to another school in the event that the school or cluster of schools to which he is assigned has no faculty absences on a given day. Notice of such change of school shall be given to the affected auxiliary teacher as long before such change as possible.

1c. Such auxiliary teachers shall, in accordance with their seniority, be appointed from among those certified long term substitutes who have a satisfactory rating.

2a. To the extent possible, per diem substitute teachers shall be distributed equitably among all districts.

2b. Per diem substitutes, who will not be permanently hired, shall be trained to relieve museum education teachers in the event that they are ill and cannot come to work.

3. In the event a lead teacher is absent, a substitute shall be provided for a full day of class coverage to permit the remaining lead teacher to assume lead teacher functions for the full day.

4. An orientation program shall be provided for NTAs. An adequate portion of such program shall be directed to increasing their ability to assist a

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teacher.

5. Tentative duty rosters for paraprofessional employees in a school shall be prepared and posted in each school. Job descriptions of paraprofessionals shall be available in the schools.

6. Audio visual materials (e.g., films, tapes, etc.) shall be available from the division of audio-visual aids for classroom use up to the last day of the school year on which children are in attendance.

7. At the beginning of each school year, the appropriate offices shall issue, in each subject area, a list of materials, services and resources available to teachers.

8. Each teacher shall be provided with a sufficient number of appropriate textbooks.

9. Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.

10a. In the 1976-77 budget, the Board has allocated an amount to be spent for textbooks, library books, educational supplies, visual aids, and other essential materials.

10b. Regular requirements of materials, books and supplies shall, subject to the approval of the principal, be requisitioned by a teacher after consultation among the teachers of the grade level or department in a school, or among all teachers in the school, as the principal may deem to be appropriate, for the purpose of more effectively using the monies allocated thereto.

10c. In order to facilitate the operation of the schools with respect to necessary instructional supplies, the following procedures shall apply:

10c(i). Annual quantities of certain critical supply items, named School Opening Supplies, and bulk paper items shall be delivered to all schools prior to the school year opening. Requisitions for these supplies are to be completed in May. The remainder of the supplies shall be delivered to the schools during the year on a monthly basis in group commodities appropriately labeled.

10c(ii). To accommodate unanticipated demands, certain items shall be maintained in warehouse stock for emergencies and can be obtained by the submission of a pre-printed requisition form.

10c(iii). A Federation Committee shall meet with representatives from the Division of Service Operations to discuss improvement in requisitioning listed and unlisted books, supplies and instructional aids.

10c(iv). During the school year 1970-71, a pilot project involving direct purchase capability at the school level was in operation. The procedures which were successful shall be extended to the other districts in the school system.

10d. In each school year, each teacher shall have the right to expend \$25 out of his school's allotment for supplies, instructional aids and books for the purpose of purchase or requisition of such materials for use with his students. Any unexpended portion of such \$25 shall be retained in the school's said allotment. The method of effectuation of this Section has been agreed upon by the Federation and the Administration and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties.

10e. Teachers are invited to recommend additions to the Materials and Supplies Listing and Book Listings.

10f. A joint committee of the Board and the Federation will recommend a procedure by which "class 500" furniture and equipment will be allotted.

10g. Department Heads or Coordinators shall have authority to call for repairs directly to the service company when systemwide service contracts have been let therefor.

10h. The principal shall make available to all teachers the instructions and

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procedures regarding emergency ordering.

11. A clothing locker and a separate desk or equivalent work facility is to be provided to each teacher.

12. Where possible, 15 days' notice shall be given for classroom repairs to be made during the school day. Where alterations are planned, teachers are to be notified when the contract is let and the contemplated date for start of the work and preliminary work shall be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

13. Continuing Education programs shall be housed in facilities in good condition.

14. Speech and Hearing teachers shall have the following facilities available to them:

- a. Lighting, both artificial and natural
- b. Electrical power supply
- c. Chalkboard at appropriate height for pupils
- d. Mirrors, either mounted on the wall or hand mirrors
- e. Locked storage cabinet or file cabinet with keys
- f. A separate mailbox for each Speech and Hearing teacher assigned to a school.

When a room is designated as a Speech and/or Hearing room, a Speech and/or Hearing teacher who is in the school on his or her regularly assigned day, shall not be asked to vacate such room for another purpose.

15a. Rooms for specialist teachers shall be assigned to specialist teachers if the principal decides space is available.

15b. In every school a permanent health education classroom shall be provided if the principal decides space is available.

ARTICLE T-VII SALARIES

1a. As of the dates shown below, the salary of each teacher, Dental Hygienist, and Therapist shall be increased and each teacher, Dental Hygienist, and Therapist shall be paid in accordance with the following schedule:

TEACHERS, DENTAL HYGIENISTS, AND THERAPISTS BASIC SALARY SCHEDULE BA or Equivalent

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$13,073	\$13,596	\$16,640	\$17,638	\$18,697
2	13,937	14,494	17,383	18,426	19,532
3	17,429	18,126	18,126	19,214	20,367
4	18,475	19,214	19,214	20,367	21,589
5	19,398	20,174	20,174	21,384	22,667
6	21,437	22,294	22,294	23,632	25,050
7	22,417	23,314	23,314	24,713	26,195
8	23,702	24,650	24,650	26,129	27,697
9	24,880	25,875	25,875	27,428	29,073
10	26,030	27,071	27,071	28,695	30,417
11	28,108	29,232	29,232	30,986	32,845

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Master's or Equivalent

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$13,515	\$14,056	\$17,160	\$18,190	\$19,281
2	14,382	14,957	17,912	18,987	20,126
3	17,947	18,665	18,665	19,785	20,972
4	18,996	19,756	19,756	20,941	22,198
5	20,094	20,898	20,898	22,152	23,481
6	22,356	23,250	23,250	24,645	26,124
7	23,337	24,270	24,270	25,727	27,270
8	24,639	25,625	25,625	27,162	28,792
9	25,821	26,854	26,854	28,465	30,173
10	27,011	28,091	28,091	29,777	31,564
11	31,828	33,101	33,101	35,087	37,192

Master's + 30

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$14,366	\$14,941	\$17,992	\$19,072	\$20,216
2	15,419	16,036	18,958	20,095	21,301
3	19,158	19,924	19,924	21,120	22,387
4	20,367	21,182	21,182	22,453	23,800
5	21,490	22,350	22,350	23,691	25,112
6	24,012	24,972	24,972	26,471	28,059
7	24,992	25,992	25,992	27,551	29,204
8	26,328	27,381	27,381	29,024	30,765
9	27,510	28,610	28,610	30,327	32,147
10	28,714	29,863	29,863	31,654	33,554
11	34,331	35,704	35,704	37,846	40,117

Doctorate

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$15,247	\$15,857	\$18,928	\$20,064	\$21,268
2	16,397	17,053	20,127	21,335	22,615
3	20,507	21,327	21,327	22,607	23,963
4	21,335	22,188	22,188	22,410	24,931
5	22,709	23,617	23,617	25,034	26,536
6	25,414	26,431	26,431	28,016	29,697
7	26,494	27,554	27,554	29,207	30,959
8	27,980	29,099	29,099	30,845	32,696
9	29,464	30,642	30,642	32,482	34,430
10	30,461	31,679	31,679	33,580	35,595
11	37,017	38,498	38,498	40,808	43,256

1b. Teachers holding a Standard Certificate shall be paid on the schedule for a "Bachelor's or Equivalent."

1c. As of the dates shown below, the salary for each Special Class Teacher shall be increased and each Special Class Teacher shall be paid in accordance with the following schedule:

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SPECIAL CLASS
BA or Equivalent

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$13,660	\$14,206	\$17,264	\$18,300	\$19,398
2	14,530	15,111	18,006	19,086	20,232
3	18,026	18,747	18,747	19,872	21,064
4	19,075	19,838	19,838	21,028	22,290
5	19,998	20,798	20,798	22,046	23,369
6	22,071	22,954	22,954	24,331	25,791
7	23,052	23,974	23,974	25,412	26,937
8	24,349	25,323	25,323	26,842	28,453
9	25,528	26,549	26,549	28,142	29,831
10	26,692	27,760	27,760	29,425	31,191
11	28,108	29,232	29,232	30,986	32,845

Master's or Equivalent

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$14,101	\$14,665	\$17,784	\$18,851	\$19,982
2	14,975	15,574	18,535	19,647	20,826
3	18,545	19,287	19,287	20,444	21,671
4	19,598	20,382	20,382	21,605	22,901
5	20,697	21,525	21,525	22,816	24,185
6	22,991	23,911	23,911	25,345	26,866
7	23,970	24,929	24,929	26,425	28,010
8	25,286	26,297	26,297	27,875	29,548
9	26,467	27,526	27,526	29,177	30,928
10	27,671	28,778	28,778	30,505	32,335
11	31,828	33,101	33,101	35,087	37,192

Master's + 30

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$14,952	\$15,550	\$18,824	\$19,953	\$21,151
2	16,012	16,652	19,685	20,866	22,118
3	19,756	20,546	20,546	21,779	23,086
4	20,968	21,807	21,807	23,115	24,502
5	22,090	22,974	22,974	24,352	25,813
6	24,646	25,632	25,632	27,170	28,800

Master's + 30

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
7	\$25,624	\$26,649	\$26,649	\$28,248	\$29,943
8	26,977	28,056	28,056	29,739	31,524
9	28,159	29,285	29,185	31,042	32,905
10	29,376	30,551	30,551	32,384	34,327
11	34,331	35,704	35,704	37,846	40,117

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Doctorate

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/85
1	\$15,835	\$16,468	\$19,760	\$20,946	\$22,202
2	16,989	17,669	20,854	22,105	23,432
3	21,104	21,948	21,948	23,265	24,661
4	21,936	22,813	22,813	24,182	25,633
5	23,310	24,242	24,242	25,697	27,239
6	26,048	27,090	27,090	28,715	30,438
7	27,129	28,214	28,214	29,907	31,701
8	28,626	29,771	29,771	31,557	33,451
9	30,112	31,316	31,316	33,195	35,187
10	31,122	32,367	32,367	34,309	36,368
11	37,017	38,498	38,498	40,808	43,256

2. As of the dates shown below, the salary of each long term substitute teacher shall be increased and the long term substitute teacher shall be paid in accordance with the following schedules:

LONG TERM SUBSTITUTE TEACHERS, DENTAL HYGIENISTS, AND THERAPISTS

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,606	\$12,070	\$12,794	\$13,562
2	12,190	12,678	13,438	14,245
3	15,819	16,452	17,439	18,485
4	16,506	17,166	18,196	19,288
5	17,798	18,510	19,621	20,798
6	20,186	20,993	22,253	23,588
7	23,273	24,204	25,656	27,196

2a. When a per diem substitute teacher achieves long term status there shall be no deduction from the long term substitute salary on account of a difference between the daily salary rates of the two classifications.

3. As of the dates shown below, the salary for each Department Head shall be increased and the Department Head shall be paid in accordance with the following schedule:

DEPARTMENT HEADS - MASTER'S

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$23,062	\$23,984	\$25,423	\$26,948
2	23,906	24,862	26,354	27,935
3	28,691	29,839	31,629	33,527
4	30,295	31,507	33,397	35,401
5	31,719	32,988	34,967	37,065
6	37,337	38,830	41,160	43,630

DEPARTMENT HEADS - MASTER'S + 30

Step	3/1/85	10/15/85	3/1/87	3/1/88
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1	\$24,236	\$25,205	\$26,718	\$28,321
2	25,090	26,094	27,659	29,319
3	30,074	31,277	33,154	35,143
4	31,718	32,987	34,966	37,064
5	33,173	34,500	36,570	38,764
6	39,839	41,433	43,919	46,554

DEPARTMENT HEADS - DOCTORATE

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$25,560	\$26,582	\$28,177	\$29,868
2	26,424	27,481	29,130	30,878
3	31,634	32,899	34,873	36,966
4	33,322	34,655	36,734	38,938
5	34,808	36,200	38,372	40,675
6	42,337	44,030	46,672	49,473

4. As of the dates shown below, the salary of each Dental Hygienist and Therapist shall be increased and the Dental Hygienists and Therapists shall be paid in accordance with the following schedule:

DENTAL HYGIENIST AND THERAPIST - STANDARD

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$12,191	\$12,679	\$13,439	\$14,246
2	13,004	13,524	14,336	15,196
3	16,646	17,312	18,351	19,452
4	17,647	18,353	19,454	20,621
5	18,535	19,276	20,433	21,659
6	20,487	21,306	22,585	23,940
7	21,425	22,282	23,619	25,036
8	22,648	23,554	24,967	26,465
9	23,869	24,824	26,313	27,892
10	24,874	25,869	27,421	29,066
11	26,961	28,039	29,722	31,505

5. As of the dates shown below, the salary of each School Psychologist shall be increased and the School Psychologists shall be paid in accordance with the following schedule:

SCHOOL PSYCHOLOGIST (10 Months)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$22,841	\$23,755	\$25,180	\$26,691
2	24,217	25,186	26,697	28,299
3	30,523	31,744	33,649	35,667
4	32,614	33,919	35,954	38,111
5	39,553	41,135	43,603	46,219

SCHOOL PSYCHOLOGIST (12 Months)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$27,409	\$28,505	\$30,216	\$32,029
2	29,061	30,223	32,037	33,959
3	36,628	38,093	40,379	42,801
4	39,136	40,701	43,144	45,732
5	47,465	49,364	52,325	55,465

6. In implementing the foregoing schedules, each teacher, therapist, psychologist or dental hygienist shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to October 15, 1985 and shall, in addition, on attaining an increment date on or subsequent to October 15, 1985 be placed on the next succeeding step.

7a. Effective as of the dates shown below, every summer school teacher and dental hygienist shall be paid in accordance with the following schedule:

Step	Salary/hr. Summer 1985	Salary/hr. Summer 1986	Salary/hr. Summer 1987	Salary/hr. Summer 1988
1	\$18.50	\$19.24	\$20.39	\$21.62
2	19.08	19.84	21.03	22.30
3	20.16	20.97	22.22	23.56
4	20.80	21.63	22.93	24.31
5	21.21	22.06	23.38	24.78
6	22.89	23.81	25.23	26.75
7	23.38	24.32	25.77	27.32
8	24.40	25.38	26.90	28.51
9	24.85	25.84	27.39	29.04
10	25.68	26.71	28.31	30.01
11	25.68	26.71	28.31	30.01

The teacher's step on the summer schedule shall be identical with his step on the basic schedule immediately prior to July 1 of the same year.

7b. Every summer school department head shall be paid \$29.46 per hour during the summer of 1985, \$30.64 per hour during the summer of 1986, \$32.48 during the summer of 1987 and \$34.43 during the summer of 1988. Department heads in the summer senior high schools shall be paid for 148 hours, but are expected to work the same number of hours as they did in the summer of 1965.

8. As of the dates shown below, the salary of every evening and extension school teacher shall be increased and the teacher shall be paid in accordance with the following schedule:

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$17.80	\$18.51	\$19.62	\$20.80
2	18.36	19.09	20.24	21.45
3	20.00	20.80	22.05	23.37
4	21.31	22.16	23.49	24.90
5	23.37	24.30	25.76	27.31

In implementing the foregoing schedules, each Evening School teacher shall be placed on the same step of the new schedule as that on which he was on the

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schedule in effect immediately prior to October 15, 1985, and shall in addition, on attaining an increment date on or subsequent to October 15, 1985, be placed on the next succeeding step.

9. Summer playground teachers shall be paid \$429 per week during the summer of 1985, \$446 per week during the summer of 1986, \$473 per week during the summer of 1987 and \$501 per week during the summer of 1988.

Summer playground teachers-in-charge shall be paid \$485 per week during the summer of 1985, \$504 per week during the summer of 1986, \$535 per week during the summer of 1987 and \$567 per week during the summer of 1988.

The hours shall remain the same as in the summer of 1965.

10. Coaching activities shall be paid on the following schedule:

10a. Senior High Men

Position	3/1/85	10/15/85	3/1/87	3/1/88
Baseball				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635
First Asst.	\$2,230	\$2,319	\$2,458	\$2,606
Second Asst.	\$1,487	\$1,546	\$1,639	\$1,738
Basketball				
Head Coach	\$3,572	\$3,715	\$3,938	\$4,174
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,487	\$1,546	\$1,639	\$1,738
Bowling				
Head Coach	\$1,272	\$1,323	\$1,402	\$1,486
Cross Country				
Head Coach	\$1,487	\$1,546	\$1,639	\$1,738
First Asst.	\$1,056	\$1,098	\$1,164	\$1,234
Fencing				
Head Coach	\$1,190	\$1,238	\$1,312	\$1,391
Football				
Head Coach	\$4,163	\$4,330	\$4,589	\$4,865
First Asst.	\$2,808	\$2,920	\$3,096	\$3,281
Second Asst.	\$2,808	\$2,920	\$3,096	\$3,281
Third Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Fourth Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Fifth Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Golf				
Head Coach	\$1,190	\$1,238	\$1,312	\$1,391
Gymnastics				
Head Coach	\$2,677	\$2,784	\$2,951	\$3,128
Riflery				
Head Coach	\$1,190	\$1,238	\$1,312	\$1,391

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Position	3/1/85	10/15/85	3/1/87	3/1/88
Soccer				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,480	\$1,539	\$1,632	\$1,729
Swimming				
Head Coach	\$1,487	\$1,546	\$1,639	\$1,738
Table Tennis				
Head Coach	\$ 811	\$ 843	\$ 894	\$ 948
Tennis				
Head Coach	\$1,487	\$1,546	\$1,639	\$1,738
Track				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,623	\$1,688	\$1,789	\$1,897
Wrestling				
Head Coach	\$2,677	\$2,784	\$2,951	\$3,128
Finance				
	\$2,084	\$2,167	\$2,297	\$2,435

10b. Senior High Women

Position				
Archery				
Coach	\$1,190	\$1,238	\$1,312	\$1,391
Badminton				
Coach	\$1,487	\$1,546	\$1,639	\$1,738
Basketball				
Head Coach	\$3,572	\$3,715	\$3,938	\$4,174
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,487	\$1,546	\$1,639	\$1,738
Bowling				
Coach	\$1,272	\$1,323	\$1,402	\$1,487
Cross Country				
Coach	\$1,487	\$1,546	\$1,639	\$1,738
Golf				
Coach	\$1,190	\$1,238	\$1,312	\$1,391
Position				
Gymnastics				
Head Coach	\$2,677	\$2,784	\$2,951	\$3,128
First Asst.	\$1,313	\$1,366	\$1,447	\$1,534
Hockey				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635

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First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,487	\$1,546	\$1,639	\$1,738
Softball				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635
First Asst.	\$2,230	\$2,319	\$2,458	\$2,606
Second Asst.	\$1,487	\$1,546	\$1,639	\$1,738
Swimming				
Head Coach	\$1,487	\$1,546	\$1,639	\$1,738
Tennis				
Coach	\$1,487	\$1,546	\$1,639	\$1,738
Track				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,635
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,623	\$1,688	\$1,789	\$1,897
Volley Ball				
Head Coach	\$3,111	\$3,235	\$3,430	\$3,639
First Asst.	\$2,215	\$2,304	\$2,442	\$2,588
Second Asst.	\$1,481	\$1,540	\$1,633	\$1,731

10c. Junior High School

Position

Basketball				
Coach	\$1,040	\$1,082	\$1,146	\$1,215
Gymnastics				
Coach	\$1,040	\$1,082	\$1,146	\$1,215
Soccer				
Coach	\$1,040	\$1,082	\$1,144	\$1,215
Softball				
Coach	\$1,040	\$1,082	\$1,146	\$1,215
Swimming				
Coach	\$1,040	\$1,082	\$1,146	\$1,215
Track & Field				
Coach	\$1,040	\$1,082	\$1,146	\$1,215

10d. Intramural

Per Hour Teacher	\$20.09	\$20.89	\$22.15	\$23.48
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11a. Any extra-curricular activities for which teachers were compensated during the 1965-66 school year shall be compensated at the rate of \$20.09 per hour effective 3/1/85, \$20.89 per hour effective 10/15/85, \$22.15 effective 3/1/87, and \$23.48 effective 3/1/88 for the same number of hours as the teacher engaged in

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such extra-curricular activities was paid for during the 1965-66 school year. After-school playground activities shall be paid for at such extra-curricular rate of pay.

11b. Teachers shall be compensated for participation in staff development programs at the rate of \$14.83 per hour effective 3/1/85, \$15.42 per hour effective 10/15/85, \$16.35 per hour effective 3/1/87 and \$17.33 per hour effective 3/1/88.

11c. Teachers-in-charge and Leaders of in-service courses shall be compensated at the rate of \$24.61 per hour effective 3/1/85, \$25.59 per hour effective 10/15/85, \$27.13 per hour effective 3/1/87 and \$28.76 per hour effective 3/1/88.

12. The salary of a Court Representative shall be increased by the same percentages as other teachers' salaries, and the salary schedule shall be contained in the pay plan published by the School District.

13. A teacher, who enters the service of the School District of Philadelphia and has approved professional experience outside of the Philadelphia public schools, shall for each year of such experience receive a year of credit on the salary schedule (effective February 1, 1977, less one year).

14. A former Philadelphia public school teacher who returns to service within a period of four years shall be placed on the appropriate salary schedule at the same level with a teacher in service with equal experience.

15. Any in-service course satisfactorily completed by a long term substitute shall be credited to his record on the same basis as if he were a regular teacher.

16. A former Philadelphia public school teacher who returns to service after a period of more than four (4) years shall be given the same salary credit as a new teacher is given.

17. Teachers in institutions shall be paid on the same pay day throughout the calendar year as are twelve-month employees.

18. The Coordinators in school-work programs shall be reimbursed for reasonable and necessary parking expenses in visiting employers of students in school-work programs, upon presentation of receipts with the mileage reports.

19. As of the dates shown below, the salary per hour of each Dentist shall be increased and the Dentist shall be paid in accordance with the following schedule:

3/1/85	10/15/85	3/1/87	3/1/88
\$23.93	\$24.89	\$26.38	\$27.96

20. Effective February 1, 1977, ABE teachers and other part timers shall be paid 1/5, 2/5, 3/5, 4/5 of regular salary (4 hours = 1/5).

21. ABE teachers shall be given credit for past teaching experience and paid on the proper step of the teachers salary schedule (effective 7/1/79).

22a. "Improvement of Reading" teachers (non-public schools) shall be paid regular teacher salary, with credit for advanced degrees and past experience. Such experience to include time spent in this program as well as other time spent in education (effective 7/1/79).

22b. Improvement of Reading teachers (non-public schools) shall be paid the full annual salary of three-fifth (3/5th) teachers as set forth in the School District's pay plan; such annual salary shall not be reduced if there are days in September and June when public school teachers work and they do not.

23. Parent-Nursery teachers shall be considered as 4/5 teachers (effective 7/1/79).

24. Martin Trade School Instructors in the practical nursing program shall

be made permanent appointments (effective 7/1/79).

25. The parties agree that an employee who has been promoted shall suffer no loss of pay as a result of such promotion.

26. An employee who is red-circled in his/her job classification shall be given the same pay raises as all other employees.

27. For employees hired after September 1, 1985 who are paid on a salary schedule which provides for a degree differential, placement on a schedule higher than a Master's degree shall be subject to approval of the content of the academic work presented, which approval shall not be unreasonably withheld.

ARTICLE T-VIII TRANSFER POLICY

1. POLICY

The Board and the Federation agree that all children are entitled to an equal opportunity to obtain quality integrated education. This goal includes the presence of a meaningful number of experienced teachers in all schools and racial balance in faculties.

The Board and the Federation agree that present personnel policies of the School District governing the assignment and transfer of teachers must be modified in scope to provide maximum educational opportunities for all pupils and to insure the continued professional growth of teachers.

Accordingly, the Board and the Federation agree to implement further in the manner set forth below the Board Resolutions of June 25, 1963, and January 7, 1964 which inter alia, were designed to promote integration and racial heterogeneity of school faculties and also to implement the Federation's basic policy that modern quality education requires the elimination of all forms of segregation.

The over-all goals embrace such objectives as a continuing improvement in the utilization of special abilities, talents and interests of the educational staff and a greater recognition of the motivations, aspirations and needs of these teachers. It is hoped that the procedures herein adopted will match abilities of teachers with needs of pupils including the continuation of a consistent effort to balance faculties racially throughout the school system.

To meet the needs of an expanding and dynamic public school system, the Board has initiated a comprehensive short-run and long-range building program. The plan contemplates Centers, new types of school organization and expanded opportunities for greater community participation. The Federation and the Board agree that these new developments and the desire to attain the goals hereinabove set forth will require joint and continuous review of basic policies relating to teacher transfer and assignment in order to insure the welfare of pupils, the recruitment of new teachers and the security and the high morale of the teaching staff.

The following procedures are designed to provide an equitable distribution of professional staff qualifications and experience among all schools with reduction of the over-all vacancy rate and elimination of individual school vacancy rates that are above the city average; to provide racial balance in the teaching staffs of all schools; and to increase opportunities for career development of teachers.

Recognizing that the teachers employed by the School District of Philadelphia have for many years been serving under a voluntary transfer policy based primarily upon school seniority and have planned their movement, aspirations and professional development in accordance with existing policy, the desirability of continuing such an orderly voluntary transfer policy based upon seniority within the school is acknowledged and therefore the regulations and procedures of that policy are herein retained, except as hereinafter specifically modified. Under unusual circumstances a teacher will be transferred at his request if he, the

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Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in Article T-VIII.

We agree, however, that the dynamics of a changing school system require a consistent and joint approach to evaluating progress and effectiveness of the plan. Continuously throughout the term of this Agreement, a joint committee of the Administration and the Federation will cooperate to effectuate the purposes and goals of the plan. In addition each year the joint committee will review the results of its effort and if the transfer plan needs amendment or change in order to better effectuate desired educational and personnel objectives, then recommendations for change shall be made by the joint committee.

2. GOAL

If on October 15 of each year during the term of this Agreement it appears likely that by the following December 31, at least ninety percent of all of the faculties will not have been racially balanced, the Board and the Federation shall make every effort by prompt, sincere negotiations to agree upon a method of procedure for solving the problem and to effectuate such procedure promptly.

3. DEFINITION OF TERMS

3a. Equalization of faculty experience within elementary and secondary schools.

3a(i). The Board has as its goal the reduction of the ratio of inexperienced "teachers" as that term is used in sub-paragraphs (ii) and (iii) of this Section 3a at all school levels - i.e., technical high schools, senior high schools, junior high schools, elementary schools - to thirty per cent. When the experience imbalance defined in sub-paragraphs (ii) and (iii) of this Section 3a is eliminated in all the schools at any school level, then on the basis of the reports and studies of the Joint Committee provided for in Section 11 of this Article T-VIII, the parties will decide whether and how it is feasible in the schools at that level and will be helpful in attaining better education for the children in the schools at that level, to reduce the ratio of inexperienced teachers below fifty per cent and, if so, how much that reduction shall be.

3a(ii). "Experience imbalance" in Elementary Schools is deemed to exist when fifty per cent of the appointed teachers in a school have less than two years of teaching experience.

3a(iii). "Experience imbalance" in a Secondary School is deemed to exist in any Basic Subject Area Department (viz., English, including Reading; Mathematics; Social Studies; Science; Counseling) when the department has fifty per cent or more appointed teachers, including department heads with less than two years of teaching experience. This criterion and the provisions of this Article concerning elimination of experience imbalance shall not apply to a department consisting of fewer than four teachers or to a department other than one named in this paragraph.

3b. Racial balance in faculties.

3b(i). In accordance with the Board's objectives for racial balance in faculties, the faculty in a school shall be deemed to be racially balanced if the percentage of minority teachers is between 75% and 125% of the city-wide percentage of Black teachers at that level. These objectives are hereinafter referred to as "racial balance in faculties".

3c. First Year of Service.

"First year of service in the School District of Philadelphia" as used in Section 4b of this Article T-VIII means the first year beginning with the effective day of the teacher's appointment if the teacher has not previously served as such in the School District of Philadelphia or the year beginning with the date of the teacher's last appointment if such appointment follows a break in previous service in the School District of Philadelphia.

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3d. Reassignment under sub-section 4b(i) of this Article of a teacher appointed effective as of the beginning of a school year, will be deemed to have taken place during a teacher's first year of service in the School District of Philadelphia even if such reassignment is effective at the beginning of the school year following such first year.

4. PROCEDURES FOR ATTAINING OBJECTIVES

4a. New Appointments

As long as racial imbalance or experience imbalance exists in the schools at a given level:

4a(i). Newly appointed teachers shall be assigned first to attain a faculty comprised of between 90% and 110% of the city-wide percentage of Black teachers at that level.

4a(ii). Experienced teachers will be appointed to faculties with experience imbalance.

4a(iii). Priorities for such appointments will be as follows:

(a) An appointment that would reduce both racial and experience imbalance;

(b) An appointment that would reduce racial imbalance;

(c) An appointment that would reduce experience imbalance.

4b. Reassignment During First Year of Service in Philadelphia School District

4b(i). A teacher may be transferred involuntarily once during his first year of service in the School District of Philadelphia in order to reduce racial or experience imbalance in accordance with the following priorities:

4b(i)(a). A transfer that will reduce both racial and experience imbalance;

4b(i)(b). A transfer that will reduce racial imbalance; and

4b(i)(c). A transfer that will reduce experience imbalance.

4b(ii). The appointee shall be notified of the possibility of this reassignment at the time of appointment. A teacher so reassigned during his first year of service shall receive 60 days notice of such transfer.

4b(iii). Unless it will delay racial balance the teacher to be so reassigned shall be selected in accordance with the procedures for transfer caused by a drop in enrollment.

4b(iv). A teacher so transferred shall have the same right of return to his original assignment (at a time when racial balance will not be adversely affected in either faculty) as a teacher given a transfer because of a drop in enrollment.

4b(v). The only other forced transfers of teachers for racial balance which shall be considered to be in accordance with the provisions of this Agreement shall be made only once each year to be effective in each September during the life of this Agreement and shall be the minimum number required to meet the objectives for racial balance in faculties set forth in Section 3b(i) of this Article T-VIII.

4c. Voluntary Transfers

4c(i). The Federation and the Board shall cooperate actively and continuously to encourage voluntary transfers:

4c(i)(a). Of the teachers of the majority race out of, and of teachers of the minority race into, racially imbalanced faculties, and

4c(i)(b). Of experienced teachers out of faculties without experience imbalance and into faculties with experience imbalance.

4c(ii). Whenever a vacancy occurs in a racially imbalanced faculty or in a faculty with experience imbalance, the Federation shall be immediately notified.

4c(iii). Restrictions on Voluntary Transfers.

4c(iii)(a). No voluntary transfer will be permitted from any school at a given level to another school at the same level if the transfer will delay

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elimination of, or create racial imbalance in the receiving school or in the sending school.

4c(iii)(b). No voluntary transfer will be permitted from any school at a given level to another school at the same level if the transfer will delay elimination of, or create experience imbalance in, the faculty of the receiving school or of the sending school (unless such a transfer shall aid in the attainment of racial balance in the faculty of the receiving school or of the sending school).

4c(iii)(c). No more than ten percent of the number of appointed teachers in a school may transfer therefrom in any school year for any reason.

4d. Incentives for Voluntary Transfer

The following incentives to teachers who transfer to effect racial balance in faculties shall be provided for the period of two years following each such teacher's transfer:

4d(i). Although participation in this program carries with it an obligation to remain in the new school for a period of two years, nevertheless a teacher who transfers to a school to effect racial balance may return to the school from which he transferred after the end of either the first or the second year in the new school. Request for such return shall be made not later than the end of the first school year or the end of the second school year. In such event, he will retain all rights and privileges he would have had if he remained at his former school, and his seniority in the former school will include his length of service in the school to which he had transferred.

4d(ii). Teachers who transfer to improve the racial balance of staffs will be offered a one-month educational program both in the summer before transfer and the summer after transfer. Such teacher will be paid his full regular salary rate for each of those months during which he attends the educational program. If the teacher elects, prior to the second summer, to return to his former school, he shall not be entitled to participate in such educational program in the second summer.

4d(iii). An in-service course in intergroup relations will also be provided.

4d(iv)(a). In order to effectuate the foregoing plan for further faculty integration the educational program in schools affected by racial imbalance in faculty must be improved significantly.

4d(iv)(b). Furthermore, many of these same schools will require extensive supportive services. The Superintendent will examine the reading readiness or reading retardation levels in these schools, as well as other needs requiring additional supportive services and will make his recommendations to the Board as to the extension of the EIP criteria to these schools.

4d(iv)(c). The Superintendent shall make his recommendations for the extension of EIP criteria in those classes in schools (with racially imbalanced faculties) in which reading level or reading readiness level is one or more years below the grade level on a median basis.

4d(iv)(d). The extra EIP supportive services comprise such items as reduced class size to equal EIP goals; assignment of additional teachers in the fields of Physical Education, Art, Music and Reading, increased allotments for books and supplies and the expedition of the furnishing thereof; and special allotments of funds to each teacher for special educational items and other supportive programs to improve opportunities for greater educational achievement.

4d(iv)(e). This plan for achieving racial balance in faculties envisages a progressive increase in the amount of supportive services in the years ahead, subject to review as to the Board's resources in finance, personnel and with respect to building needs.

4e. In the event that the Board decides that lead teachers are needed in elementary, middle and junior high schools those teachers who formerly served as lead teachers shall be restored to their positions in order of seniority and paid a differential of \$500. If additional lead teachers are needed, they shall be chosen by examination.

4e(i). Lead teachers may be appointed to those elementary schools with the highest percentage of inexperienced teachers and may be assigned as team leaders.

4e(ii). A lead teacher in an elementary, junior high or middle school will devote sixty percent of his time to classroom teaching with his remaining time devoted to the improvement of the teaching skills of a group of 10 or fewer teachers at the discretion of the principal. Approximately half of such groups of teachers will be inexperienced teachers.

4e(iii). A lead teacher shall be responsible to the principal for the orientation of newly appointed teachers and the improvement of instructional techniques and classroom management skills of all teachers assigned to his group as well as for the leadership of appropriate curriculum and staff development programs and of planning and evaluation of instructional programs.

4e(iv). After a two year period of service as such in a school, a lead teacher may be assigned to another school with imbalance, if the number of experienced staff in the school of initial assignment reaches seventy percent of the faculty or in junior high and middle school, seventy percent of the department (not including the lead teacher). Wherever possible, the choice of school by the lead teacher will be honored.

4e(v). Appointment of lead teachers to elementary schools shall be in multiples of two to each school that meets the criteria for the assignment of lead teachers.

4e(vi). In junior high and middle schools, subject matter lead teachers will be assigned to those departments with experience imbalance having the highest percentage of inexperienced teachers and may be assigned as team leaders.

5. REPLACEMENT BUILDINGS (SCHOOLS)

5a. Subject to the provisions of sub-sections c and d of this Section 5, teachers from a replaced building who are willing to be so assigned will be assigned to the replacement building.

5b. If a program is planned for the replacement building which will require training of the teachers from the replaced building and other teachers subsequently assigned to the replacement building, the Board may require such teachers to take such training.

5c. If classes are to be conducted at the opening of the replacement building in subjects which have heretofore required certification or appointment by examination, and if there is not a sufficient number of positions without such requirements to absorb all the teachers from the replaced building, only those of the teachers in the replaced building who possess such certification or who have passed (or who do, prior to the opening of the replacement building, pass) such examination will be appointed to such positions from the eligibility list in accordance with present rules. If vacancies in the aforesaid positions still exist, such vacancies shall be filled by the Superintendent in accordance with the provisions of this Agreement.

5d. If at the opening of the replacement building, teachers having an "academic major", or having fulfilled the requirements for an "area of specialization" (as such terms are defined by the Pennsylvania Department of Public Instruction), in mathematics, language arts, social studies, or science are to be utilized, notice of that fact shall be given to the teachers in the building to be replaced at least seven calendar months before the opening of the replacement building, and such of the teachers in the building to be replaced who

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satisfy these requirements or who, at the opening of the replacement building are no more than six credits short of fulfilling such requirements, shall be assigned to such positions, if they are willing to accept them, and the teachers last mentioned shall be permitted to continue in such positions if they fulfill such requirements within 12 calendar months immediately following the opening of the replacement building. If, after the assignment to such positions of teachers from the building to be replaced, one or more of such positions would still be vacant, such vacancy may be filled by the Superintendent from an eligibility list for such positions established by examination, one of the qualifications for which shall be prior fulfillment of the requirements for such position.

5e. Teachers who are not accepted into the new program or who do not accept such new assignment shall be subject to those provisions of this contract concerned with transfers resulting from a drop in enrollment.

6. NEW SCHOOLS

6a. Transfers in order to staff new schools, will in accordance with subsection k of Section 10 of this Article, be approved for up to two-thirds of the staff.

6b. New appointments to new schools shall be made in accordance with Sections 4a and 4b of this Article T-VIII.

6c. Achievement of the objective of racial balance in faculty in a new school will have priority for both appointments and transfers to such school.

6d. The Division of Personnel will so control appointments and transfers to a new school as best to promote the achievement of such objective. Teachers desiring to transfer to a new school shall request transfer in the manner herein prescribed. Transfers to a new school shall be based on the school seniority of the teacher requesting such transfer.

7. STAFFING OF SPECIAL SERVICE SCHOOLS

The Board will, from time to time, in its discretion, establish Special Service Schools in one or more shifts. It will establish and publish such objective criteria for assignment to such schools as it shall deem appropriate. Substantial supportive services will be assigned to such schools. All teachers in such schools who perform additional services will be compensated therefor at least at the extra curricular hourly rate. The transfer of a teacher who applied for such transfer at the time the Special Service Program is established in his school shall be deemed an involuntary transfer.

8. POSITIONS DROPPED BECAUSE OF REDUCED ENROLLMENT

8a. Teachers dropped because of reduction in enrollment are to be assigned to schools of their choice, where the assignment will not adversely affect racial balance or experience balance.

8b. A teacher transferred because of decreased pupil enrollment shall have the right to return to his original school in the reverse order to that in which he was transferred out, provided a request for such transfer is made within one year from the date he was transferred out provided such transfer will not adversely affect racial balance.

8c. Where involuntary transfers of teachers are required because all or part of the student body is moving to a different school, teachers in the sending school shall be offered the opportunity to transfer to the new school on the basis of school seniority provided such transfer will not adversely affect racial or experience balance. Teachers so transferred shall be considered to have been involuntarily transferred.

8d. Kindergarten teachers who are to be forced transferred because of a drop in pupils shall be given the opportunity to transfer to a grade within the school on the basis of school seniority and certification. A grade teacher who is to be forced transferred because of a drop in pupils shall be given the opportunity to

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transfer to a kindergarten within the school on the basis of school seniority and certification.

9. ADMINISTRATIVE TRANSFERS

9a. The administrative transfer is to be retained by the Administration. A teacher subjected to administrative transfer out of a school may designate five schools having vacancies to which he is willing to be transferred and shall be assigned by the Superintendent to one of such schools not more than 15 miles distant from such teacher's home, or if such teacher's home is outside of Philadelphia County, not more than 15 miles distant from the point of entry into Philadelphia County nearest such teacher's home. The teacher shall be provided with complete information concerning schools having vacancies before being required to designate said five schools.

9b(i). If such administrative transfer is made during the school year, the teacher may choose again for the beginning of the next school year.

9b(ii). Such initial transfer assignments shall be cancelled at the end of the school year should:

(a). the transferee have less than five (5) years of building seniority, and

(b). a voluntary transfer request be on file for such school from a teacher, or teachers, with five (5) years or more seniority.

The administrative transferee may then choose again for the school year.

10. TRANSFERS - GENERAL RULES

All transfers pursuant to this Article shall be made in accordance with the following rules:

10a. Applications for transfer on forms furnished by the Board shall be filed by June 1 prior to the beginning of the school year in which the transfer is to take effect. Applications may be filed after that date and will be processed if and when all vacancies in the schools designated in such applications are not filled by prior applications or by new appointments made prior to the date of such filing.

10b. The request for transfer shall list up to, but not more than five choices of named schools, or choice of districts or of purpose (to correct racial imbalance or experience imbalance) in order of preference to which the transfer is requested. Preference for grades and subject may be indicated.

10c. The teacher must accept the transfer requested unless he notifies the Administration in writing of his desire to withdraw the request before the date on which the transfer is issued.

10d. A teacher who has the status of an appointed employee may, after two years of service in a school as an appointed teacher, transfer to another school in the school classification or subject for which he has been previously qualified and appointed.

10e. Transfer assignments shall be made in accordance with the principle of seniority as defined in sub-section g of this Section 10, i.e., the teacher with the greatest length of service shall be given preference in such assignments.

10f(i). Notwithstanding the provision of subsection e of this Section 10, a teacher who is involuntarily transferred shall be given the choice of any available vacancy, provided that his assignment to the school to which he desires to transfer shall not delay the elimination of or create racial or experience imbalance in the faculty of that school to which he desires to transfer.

10f(ii). For teachers with more than five (5) years of the appropriate seniority:

(a). Teachers seeking voluntary transfers shall receive priority on the basis of their years of building seniority.

(b). Teachers who are being involuntarily transferred shall receive

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preference on the basis of their system seniority.

(c). The lists developed from "a" and "b" above shall be merged on the basis of the number of years of appropriate seniority credit given.

10f(iii). Teachers who are involuntarily transferred with five (5) years or less of system seniority shall be ranked according to system seniority and shall receive preference over all voluntary transfers with five (5) years or less of building seniority.

10g(i). Length of service shall be counted from the first day of assignment to the school from which the teacher is to transfer.

10g(ii). If the teacher is in a school to which he was involuntarily transferred, length of service shall be the sum of his length of service in the present school and the length of service in the school from which he was so transferred.

10g(iii). A teacher who transferred voluntarily into a school and then received an involuntary transfer from that school shall carry the sum of length of service in both previous schools to the new school.

10h. The requirement of two years of service in the same school shall not apply to a transfer to effect the objective of racial balance in faculty, or the objective of experience balance in faculty.

10i. Transfers made because of decreased pupil enrollment shall be based on school seniority, provided such transfer does not adversely affect the racial balance of the school. The teacher of the appropriate race with the least school seniority within the classification being reduced shall be the first transferred and so on, provided that substitutes filling a vacancy in the same classification have first been moved.

10j. No more than ten per cent of the faculty in a school may transfer therefrom in any school year for any reason.

10k. There shall be one new appointment for each two transfers to any given school subject to the needs of racial balance and experience balance.

10l. A teacher who is paid for 12 months and who is forced to transfer from his school will be given first preference to transfer to a 12 month position whenever and wherever it may arise.

10m. Department heads shall have the same transfer procedures and rights as teachers. The restriction in transfers set forth in sub-section k of this Section 10 shall not apply. Each department head in a subject shall be notified of a vacancy in that subject as it may occur or be created. The provisions of sub-section a of this Section 10 shall not be applicable to the transfer of Department Heads.

10n. Home and School Visitors shall have the same transfer rights as other teachers.

10o. A counseling teacher shall have the same right of transfer in his role of counseling teacher as is possessed by a classroom teacher, except that a counseling teacher who received training during the first two years of his appointment shall not have the right to transfer for a period of four years from appointment. A counseling teacher who was appointed fully qualified and does not receive any in-service training after appointment shall have the right to transfer at the end of two years from the date of appointment.

10p. Appointed elementary school Administrative Assistants shall have the right to transfer to vacancies in such positions in accordance with the provisions of this Article T-VIII.

10q. Transfers shall be permitted between elementary, junior high and senior high schools. All transfers shall be based on seniority in accordance with the provisions of this Article T-VIII.

10r. Full time teachers who have a "right to return" filed with the Board

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shall have the right to return to part time positions, as well as full time positions in their "right to return school". The Board of Education shall notify those on file who have filed such "right to return" provided, however, that such individuals may be assigned to one or more schools to keep that employee in full time status.

10s. In mathematics and science separate examinations shall be given and separate appointments will be made for Junior High - Middle Schools and for Senior High - Vocational-Technical Schools. In these areas transfers between levels will not be permitted for those employees hired after 9/1/85.

11. IMPLEMENTATION

11a. Joint Committee

A committee consisting of an equal number of representatives of the Board and the Federation will immediately be created. At least one of the Board's representatives upon this committee shall devote such time as is required to his program for attaining the goals set forth above. This committee shall meet not less frequently than bi-weekly and, in addition, at other times, at the request of either the Board's or the Federation's representatives. Among the functions of the committee will be the formulation of methods of reporting and record keeping of all vacancies to be filled and which are filled in the school involved and the maintenance of current records thereon so as to provide accurate data as to status, growth or diminution of the experience rate and faculty racial imbalance; to prepare guidelines for the reassignment procedure under Section 4b of this Article T-VIII; to draw to the attention of the proper authorities failure to assign new appointees so as to attain the objectives of the parties and to seek correction of such failures as well as the failure of an adequate number of teachers to transfer in order to enable the objectives to be met; formulation of publicity programs and other methods for encouraging voluntary transfers to fulfill the objectives, and such other functions as the committee may designate.

11b. Data to be supplied

11b(i). The Board shall, at least monthly, inform the Federation for each school at each educational level, whether racial balance or experience balance in faculty has not been attained, the number of vacancies, the number of Negro and Caucasian teachers, and the number of experienced and inexperienced teachers.

11b(ii). Lists of those transferred showing seniority for each school plus new appointments shall be posted in the Administration Building, District Offices and in each school.

11b(iii). A list of anticipated vacancies for each new school year shall be posted in each school and in the District Offices and Administration Building on May 21, of the preceding school year. This list shall identify the schools with experience imbalance and the schools with racial imbalance.

11b(iv). Whenever a new school is opened, the number of vacancies in each classification shall be posted in all schools.

11c. Resolution of Disputes

To determine whether the Board appointments, assignments and reassignments are made to further the racial balance of faculties and experience balance, the Federation will appoint one representative and the Board will appoint the Executive Deputy Superintendent and these two shall determine whether any contemplated appointment or transfer is in accordance with the procedures established in the Agreement. All relevant statistics will be available. Any disagreement as to the correctness of a contemplated appointment or transfer shall be decided by a third person agreed upon by the Board and the Federation.

ARTICLE T-IX SENIORITY

ARTICLE T-IX

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated, seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed teacher in the present school except that length of service as an appointed teacher in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board;

1a(ii). If he has transferred by his application for the purpose of racial balance, or

1a(iii). If he has transferred by his application into a school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the teacher was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

2. No period of service as a long term substitute, provisional teacher or intern (except intern psychologist) shall be included in the calculation of a teacher's school seniority or systemwide seniority.

3. A seniority list of all teachers in a school shall be in that school and kept current during the school year. The list shall be available to all teachers. School system seniority shall be compiled as soon as possible.

4. The Office of Personnel shall make available to any teacher his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

5. A lay-off of up to one year shall not be considered a break in service.

6. Any employee who is laid off up to one year shall have all time in lay-off status counted as service time for seniority purposes.

ARTICLE T-X THERAPISTS AND DENTAL HYGIENISTS

1. Therapists who are employed at summer camp at the Widener Memorial School shall be paid at their regular bi-weekly rate for such service.

2a. The work day for the Therapists shall be 8:45 A.M. to 2:30 P.M., it being understood that the utilization of the lunch hour that has obtained in the past for any Therapist assignment shall continue for that assignment.

2b. The work day for Dental Hygienists shall be:

2b(i). 8:30 A.M. to 3:45 P.M. with a 1 hour lunch period in elementary schools;

2b(ii). 8:30 A.M. to 3:30 P.M. with a 45 minute lunch period in secondary schools.

3. Wherever possible, a proper environment for dental services shall be provided in each school.

4. The following provisions of this Agreement are also applicable to

ARTICLE T-X

Therapists and Dental Hygienists:

B-I	T-I
B-II	T-II, Sections 1b,2,4
B-III	T-III, Sections 3,5,6,7,8,9
B-IV	T-IV, Sections 2,4,7
B-V	T-V, Sections 3,4,5,7,8,10,11,12,14
B-VI	T-VI, Sections 2,7,10,11,12
B-VII	T-VII, Sections 4,6,7a,13,14,15,16,18,20,25,26
B-VIII	T-VIII
B-IX	T-IX
B-XI	T-XII
B-XII	
B-XIII	
B-XIV	
B-XV	
B-XVI	

All other provisions of this Agreement do not apply in any respect to Therapists and Dental Hygienists.

ARTICLE T-XI

SCHOOL EXTENSION PROGRAMS AND EVENING SCHOOLS

1. Principals shall discuss the retention and dropping of classes with all evening school teachers involved.

2a. In the event an evening school teacher is dropped due to decrease in enrollment in his class, he will be given first priority in filling any vacancy which may occur in his area during that school year and will be placed on the preferential list for that subject area the following school year.

2b. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining teachers in the given evening school position.

3. An evening school teacher who takes a Sabbatical Leave from day school will be given leave from evening school and will be guaranteed return to the same position in the same school.

4. All present evening school teachers and newly appointed evening school teachers shall receive year for year salary credit for substitute service in evening school. A year of substitute service shall be considered as earned when the substitute has completed 75% of the number of hours worked by the average evening school teacher. These hours are cumulative and need not have been earned in a single school year.

5. Except during Christmas and Easter holiday periods, evening school teachers will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

6a. Evening school teachers will be given, for each period beginning September 1 and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such teacher to one (1) day of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

6b. An evening school teacher shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the teacher last served in evening school.

ARTICLE T-XI

7. All materials and equipment located in the day school in which an evening school is held shall be available to the teachers in such evening school.

8. NTAs shall be employed in evening schools in order to perform appropriate duties.

9. Faculty meetings for in-service education purposes, when held, shall be at times mutually agreeable to the faculty and the principal. Teachers shall be paid for this time.

10. A substitute whose performance is satisfactory shall be permitted to continue filling the post of the teacher for whom he is substituting during that teacher's continuing absence.

11a. When it is expected that a regularly appointed evening school teacher will be absent for one-half or more of the term, his replacement shall be selected in the following order:

11a(i). from the top of the preference list for positions of that type;

11a(ii). from the top of the list of transfer requests for positions of that type;

11a(iii). from the top of the eligibility list for positions of that type.

11b. A substitute teacher who is assigned to a position in the evening school program which is likely to be available for 3 months or more or in which he actually serves 3 months or more shall be granted, during such period of service, the same holiday pay and sick leave benefits as a teacher regularly appointed to the evening school program.

12. An evening school teacher shall suffer no loss in leave time or evening school pay if he is absent because he is required to attend an unpaid activity by his day school principal.

13. A teacher may take an unpaid leave of absence from evening school once in every 5 years without loss of position or accrued seniority or other benefits.

14. Evening school teachers shall be paid bi-weekly.

15. Present transfer practices for teachers in evening school and school extension programs shall continue as heretofore.

16. Years of service shall be taken into account in determining qualifications for appointment of administrative assistants.

17. For evening school purposes, school-wide seniority shall be measured by the length of service in the evening classes of the given school.

18. Teachers in the day schools of the Philadelphia School District whose names appear on the appropriate eligibility list for evening schools shall be appointed to evening school vacancies before other persons are appointed to evening school vacancies to which such lists apply.

19. When vacancies occur in the position of Department Head, such vacancies shall be filled promptly from the appropriate eligibility list.

20. The dismissal or termination of the services of an evening school teacher who has completed two years of satisfactory service as such shall in all respects be subject to the provisions of Sections 1122 and 1123 and 1126 through 1132 of the Pennsylvania School Code.

21a. Curriculum Committees for evening school purposes shall conform with the provisions of Article T-IV, Sections 5a and 5c of this Agreement. The Board shall establish such committees where there is a demonstrated need and resources are available.

21b. Teachers serving on such evening school committees as the administration establishes for purposes of curriculum, course selection and educational materials shall be compensated at their regular evening school rate.

22. Registration night assignments within a school shall be equitably distributed in such evening school.

ARTICLE T-XI

23. If the inclement weather circumstances which cause closing of school during the day persist into the evening, the evening classes will not be held and the evening school teachers will be paid for that evening.

24. The following provisions of this Agreement are also applicable to evening school teachers:

B-I

B-II

B-III

B-IV

B-V

B-VI

B-VII, Sections 1,2,3,4,5

B-VIII

B-IX, Section 21

B-XI

B-XII

B-XIII

B-XIV

B-XV

B-XVI

T-I

T-II, Section 6

T-III, Sections 2,4,5,8,9

T-IV, Sections 1,2,3,4a,4b,5a,5b,5c,5d,6a,6b,6c

T-V, Sections 3,4,5,6,7,8,10,12,14

T-VI, Sections 2,5,7,8,9,10,11,12

T-VII, Sections 8,18,20,21,25,26

T-IX

All other provisions of this Agreement do not apply in any respect to evening school teachers.

ARTICLE T-XII CLASS SIZE

1. The Board and the Federation recognize the desirability of reducing class size through both control of pupil-teacher ratio and maximum class size.

2a. The Board of Education has established goals of a maximum class size of 30 in elementary schools and 25 in secondary schools. As a first step toward these goals, the Board has already placed a maximum class limitation of 30 in classes in the elementary school Education Improvement Program. The Board has begun the reduction of the pupil-teacher ratio in all schools. Specialist teachers, remedial teachers and administrative assistants are no longer counted in the pupil-teacher ratio.

2b. Maximum class size enrollment in regular classes shall be reduced to 33. To achieve this reduction the sum of \$8.4 million shall be expended for each school year. Of this sum up to \$.3 million may be spent for the rental of classroom space needed to bring about the reduction of class size. Any amount not expended shall be expended for the purpose of providing additional classroom teachers to further lower maximum class size enrollment. A joint Federation-Board committee will be established to monitor and study the application of these funds. This committee will be established immediately to review matters related to class size on a continuing basis.

ARTICLE T-XII

2c. In grades 1-3 class size shall be reduced to 32 effective 9-1-86; to 31 effective 9-1-87 and to 30 effective 9/1/88.

2d. In addition to the foregoing, the Board has established the following class size maxima:

- 2d(i). Technical school
- 2d(i)(a). Shop class - 24
- 2d(i)(b). Adjustment Program Class - 15
- 2d(ii). Kindergarten - 30
- 2d(iii). EIP classes - 32
- 2d(iv). Special Classes for:
 - 2d(iv)(a). Retarded educable - 18
 - 2d(iv)(b). Remedial disciplinary - 15
 - 2d(iv)(c). Hearing handicapped - 12
 - 2d(iv)(d). Orthopedic handicapped - 12
 - 2d(iv)(e). Special English - 24
 - 2d(iv)(f). Socially and Emotionally Disturbed - 12
 - 2d(iv)(g). Retarded Trainable - 12
 - 2d(iv)(h). Blind - 10
 - 2d(iv)(i). Institutions - 15
 - 2d(iv)(j). Visual handicapped - 15 with an early objective of 12

3. Where the maximum class sizes established by the Board are exceeded, the principal shall give the reason in writing to the teacher of the class in which this has occurred and to the Superintendent of Schools. Where the teacher or the Federation questions the validity of the principal's reason, a grievance may be filed. Acceptable reasons for exceeding stated class size maxima may be:

3a. There is no space available;

3b. Observing the stated maximum would require placing classes on a short time schedule;

3c. A larger class size is necessary and desirable for specialized or experimental instruction.

4. The limitations of class size set forth in Section 2 of this Article shall not apply to library, music, assembly or forum type classes.

5. The parties recognize that Team Teaching may require that a teacher meet from time to time with a larger number of children than permitted by the above class size limitations. Fulfillment of such requirements shall be equitably distributed among all the teachers in the Team; and, in any event, the number of pupils assigned to a Team shall not exceed the product of the number of the teachers in the Team and the appropriate maximum number of pupils stipulated in Section 2 of this Article.

ARTICLE T-XIII ELEMENTARY SCHOOLS

1. No program of an elementary specialist may be dropped from a school unless the principal gives the reasons in writing by May 15.

2. Effective September 1, 1974, each elementary teacher shall receive not less than 225 minutes of preparation time each week in addition to recess and lunch periods. When possible, a preparation period shall be at least 45 minutes long and in no case shall it be less than 30 minutes. Preparation time shall be distributed as evenly as possible during the week as scheduling permits. Regularly appointed teachers shall replace those teachers who are utilizing their preparation time. Teachers shall not be required to be present when specialist teachers such as teachers of art, music, physical education are working with their

ARTICLE T-XIII

pupils. This time is to be used for preparation by the teacher so relieved.

3. If a teacher in an elementary school loses a preparation period during any school year, then he/she shall have the time restored as in the past, except that for only the first four (4) preparation periods lost during any school year he/she shall have the option to have restored such lost preparation period as in the past, or to receive pay at the prevailing extra-curricular rate of compensation for the lost preparation period.

4a. Specialist teachers shall be rostered for the teaching of their specialty to classes on a regularly scheduled basis with the amount of time for lunch and preparation periods equal to the amount of time afforded for such purposes to other teachers in the school. They shall be subject to the requirements of Article T-III, Section 4.

4b. In addition to their usual five (5) preparation periods each week, one elementary home economics teacher in each school shall receive two (2) additional preparation periods each week so that they can purchase food for their schools, effective February 1, 1977.

5. The non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, teachers of non-teaching assignments and duties and particularly to provide duty-free lunch periods. The clerical employees similarly provided shall, in the same manner, be assigned to relieve teachers of clerical responsibilities.

6. There shall be a library and librarian or library assistant or other employee of similar classification in every school with 1,000 or more pupils.

7. As rapidly as funds permit and personnel is obtainable, each school with a library shall be provided with a library assistant or other employee of similar classification.

8. Teachers shall be permitted to order their own supplies subject to the approval of the principal in accordance with Article T-VI, Section 10.

9a. Elementary school teachers shall not be required to perform yard duties earlier than 8:45 a.m.

9b. In those elementary schools which still have recess duties, there shall be no more than one (1) teacher on recess duty and such duties shall be rotated among the faculty. When there are no recess duties, there shall be none for teachers.

10. In elementary schools, announcements shall be made, except in the case of an emergency, only at the same time throughout the school year. Such time may be immediately before the noon-time dismissal or immediately after the beginning of the afternoon session as the principal may elect at the beginning of the school year.

11a. 100 hours at the extra-curricular rate, shall be allotted each year to each elementary school to pay the teacher serving as safety patrol sponsor for a school year of service.

11b. 120 hours, at the extra-curricular rate, shall be allotted each year to each elementary school to pay teachers engaged in approved extra-curricular programs.

11c. During each school year, there shall be an allocation of 40,404 hours at the extra-curricular rate in addition to the hours allocated in Sections 11a and 11b above for approved extra-curricular programs. Such additional hours shall be distributed among all elementary schools on the basis of the size of their respective school faculties.

12. Lead teachers (team leaders) may be appointed in accordance with Article T-VIII, Section 4e of this Agreement.

13. The first priority for regular appointment to primary grade positions shall be given to teachers who have completed the appropriate academic preparation

ARTICLE T-XIII

in early childhood or elementary education and have completed a program of supervised student teaching. Should such individuals not be available for appointment at a given point in time, the next priority shall be given to teachers who possess interim certification in early childhood or elementary education.

14. When a child's behavior is such as to lead to the consideration that he may be RT, procedures shall be implemented in accordance with the provisions of Administrative Bulletin 25. In the event that determination of RT status is made, disposition of the placement of such child shall be made within thirty days from the date of such termination.

15. An area within the play area of an elementary school yard shall be cleared or made safe for play within three days of snowfall.

16. Each year during the term of this Agreement, the Board shall expend \$55,000 for the purchase of instructional equipment for elementary schools. These funds are to be distributed equitably among all elementary schools on the basis of the size of their respective faculties.

17. Class record books shall be supplied for all elementary school teachers.

18. In elementary schools, any teacher may examine the pupils assignment sheets in his school (whatever type is used in that school) as soon as the principal has completed his tentative September reorganization, but in any case no later than the last pupil day of the school year in June.

19. In elementary schools, every teacher will receive his tentative new class name list, including the pupil's reading levels. This shall be accomplished, where possible, no later than the last day of the school year in June.

20. In the elementary schools by June 10, teachers shall be notified of what grades and sections they will teach. Where grouping is practiced, teachers shall also be notified of the ability levels of each group they are scheduled to teach. During the summer when the roster is actually being constructed, any teacher as well as members of the building committee may come to the schools to review and discuss with the Administrator in charge the roster as it is being constructed. Where possible the subject matter of the specialist who will be with the class during the teacher's preparation period will be listed.

21. Changes in job title without a change in certification requirements or job descriptions shall not affect the job security of present Administrative Assistants in the event the Board of Education upgrades the position of Administrative Assistant to that of Elementary School Assistant Principal or Elementary School Vice Principal.

ARTICLE T-XIV SECONDARY SCHOOLS

1a. In the technical high schools the non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, academic and commercial teachers of non-teaching duties. Teachers so relieved shall use this time for additional professional preparation.

1b. In Junior and Senior High Schools the non-teaching personnel provided for in Article T-III, Section 2 will be assigned to relieve, to the extent possible by such assignment, teachers of non-teaching assignments and duties. Teachers so relieved shall utilize this time for additional professional preparation up to five periods a week.

1c. If a teacher in a secondary school loses more than four (4) preparation periods during any school year, then such teacher shall have the time restored for any lost preparation period over four (4) within thirty (30) calendar days of each

ARTICLE T-XIV

lost preparation period.

2. Junior High School counselors shall be available to students, parents, and teachers for the discussion of students' choices and plans and shall participate as a member of the school guidance committee concerned with planning course selection procedures. It is to be understood, however, that counselors are not administrators or clerical assistants in the course selection program of the school.

3. In Junior High Schools supportive services shall include remedial English, remedial mathematics, remedial physical education teachers and counselors.

4. A joint committee of the Board and the Federation will continue to study and reevaluate Junior High Schools in relation to the age groups attending them and make recommendations in relation thereto to the Superintendent of Schools.

5. Continued efforts will be made by the Board to obtain from publishers curriculum materials and textbooks written at a practical reading level for the pupil but with subject matter taught in Junior High Schools.

6a. In Junior High Schools Lead Teachers (team teachers) may be appointed in accordance with Article T-VIII, Section 4e of this Agreement.

6b. The Federation will be given the opportunity to consult with the Superintendent on the creation of other promotional positions in Junior High Schools.

7. One laboratory assistant shall be provided in each science department.

8. "Middle Schools" shall for all purposes of this Agreement be deemed to be and be treated as Junior High Schools.

9. Every secondary school shall have a copying machine available to teachers for school purposes with the permission of the principal.

10. In the event a long assembly is held in a secondary school, each period in the day shall be shortened in preference to eliminating a period.

11. The fact that a teacher in a junior-senior high school teaches in the junior high school division of that school shall not disqualify him from appointment to a position or task, (other than a regular teaching position) in that school.

12. In secondary schools, announcements are to be limited to the last few minutes of the advisory period except for emergencies.

13a. The same examination shall be given for those teaching positions in the senior and technical high schools that have the same certification requirements, and a single eligibility list for both senior and technical high schools for each such type of position shall be created on the basis of such examination.

13b. Subject to the provisions of Article T-VIII, where the required certification for an academic or commercial subject is the same for a senior high school and for a technical high school, teachers appointed to teach such a subject in one of such schools may transfer laterally from a technical high school to a senior high school and vice versa.

14. Within the limitations of the total teacher allocations to a school and where facilities are or can be made available in any senior high school and technical high school, students shall be offered the opportunity to take a one year course in typing.

15. A central storeroom in which would be stored and from which would be delivered, on request, to the teachers small tools and general hardware (items and consumable supplies which are in common use and common to the shop activities in the school) will be provided in each Technical High School. This central storeroom will be staffed with a full time stock clerk. Where shops are in a cluster and have a central tool room served by a full time stock clerk, this will be continued. New buildings will be designed and constructed in a manner to

ARTICLE T-XXIV

provide grouping of shops and central tool rooms staffed by full time stock clerks for each grouping.

16. A full day shall be provided for testing and interviewing Junior High School pupils applying for admission to Technical High Schools.

17. Summer schools for vocational or academic subjects for technical high school pupils will be continued. Teachers for these summer schools shall be selected and paid in the same manner and on the same basis as for summer schools heretofore established.

18. Trade and collateral coordinators shall have the same status and salary schedule as the senior high school department heads.

19a. A work order shall be honored only if it promises to help achieve one or more of three outcomes:

19a(i). Strengthen mastery of one or another of the objectives in the course of study;

19a(ii). Lend reality to pupil experience with the course of study;

19a(iii). On occasion, aid the school or the school district.

19b. Work orders must have the approval of the teachers and the principal, and of the appropriate coordinator. The teachers must be given adequate time for proper scheduling of an approved work order.

20. A coordinator shall be appointed in each of the Technical High Schools for each of the following subjects: English, mathematics, science, social studies.

ARTICLE T-XV COACHES AND PHYSICAL EDUCATION

1. The Division of Physical Education will conduct a survey of the condition of equipment and will report to the Superintendent stating its schedule for repair and replacement of present faulty equipment and for providing additional needed equipment. This report will be made available to the Federation.

2. The Executive Director of Personnel will clarify the policy for appointing coaches and physical education teachers in Senior and Technical High Schools. Teaching appointments will be made from the Physical Education eligibility list.

3. In each coeducational senior and technical high school there shall be a position of Department Chairman for physical education. This chairman is to teach no more than 22 periods per week and is to have no homeroom.

Each such chairman shall be compensated on the basis of a 13 step schedule, the first 11 steps of which shall be the regular schedule based on his preparation. The 12th step and the 13th step of such schedule shall each be above the preceding step by the amounts specified, effective on the following dates: 3/15/85-\$1831; 10/15/85-\$1904; 3/1/87-\$2018; and 3/1/88-\$2140.

The basic salary of each such chairman shall be two steps higher than the step at which he would have been paid if he were not the department chairman.

4. Certification in physical education shall not be one of the criteria for qualification for positions in coaching or positions for the direction or implementation of intramural sports. Such positions shall be open to all qualified teachers within the given school.

5. Cheerleading shall be deemed a coaching activity.

6. A committee, which shall include among its members representatives of the Federation, shall be established as soon as possible after the effective date of this Agreement to review and prepare recommendations on the qualifications and guidelines for the appointment of coaches in the respective interscholastic sports.

ARTICLE T-XV

7. The Superintendent and the Federation shall each designate three members to constitute a joint committee to review the relationship of the assignment as athletic director in smaller physical education departments and the limited supply of coaches in schools with such departments.

8. A person who, on or after September 1, 1969, was a teacher of remedial physical education or adaptive physical education shall be treated as having at all times had the sum of his lengths of service as such teacher and as a teacher of physical education in the Department of Physical Education in each school in which he served as such teacher. Any such person who subsequent to September 1, 1969 was transferred from any school in which he would have had the right to remain if the rule set forth in the preceding sentence had been applied shall have the same right to return to such school as though he had been transferred in accordance with the provisions of Article T-VIII, Section 8b of this Agreement.

9. The School District shall make every reasonable effort to provide qualified substitutes for physical education classes.

10. For each area of physical and health education and for each interscholastic sport, there shall be established as soon as possible after the effective date of this Agreement a joint committee, (including coaches in the case of sports), to evaluate and develop specifications for equipment and materials for such area or sport.

11. League chairmen who supervise inter-scholastic competition should be paid the same rate proportionate to the number of hours for the same sport regardless of sex.

12. Prior to the addition of new sports or athletic activity in a school, the principal shall discuss the matter with the building committee.

13. When sports chairpersons' jobs become vacant, they shall be advertised as an extra-curricular activity and qualified personnel shall be allowed to apply for the position. The Division of Physical and Health Education will set up the criteria and select the applicant.

ARTICLE T-XVI SPECIAL CLASS TEACHERS

1. Teachers employed on a special service schedule in institutions shall accumulate twelve days sick leave per year and 3.6 days personal leave per year.

2. Teachers employed on a special service schedule in institutions shall be required to teach not more than 1/10 more than the number of regular school days in the normal school calendar.

3. Teachers employed on a special service schedule in institutions shall alternate teaching during the months of July and August. A teacher having July off in one year shall have August off the next year, and so on.

4. The Associate Superintendent for School Facilities will be consulted to insure that a sink and toilet in each class for retarded trainables will be provided in new schools and on the practicability of and a schedule for providing these in existing classes.

5. Special class teachers required to remain with their class during lunch shall, where administratively possible, receive an equivalent amount of time off during the day.

6. Each special class center shall be provided with the services of an industrial arts job placement coordinator who shall set up an on-the-job training program and endeavor to place pupils upon graduation.

7. There shall be one matron assigned to each four retarded trainable classes or fraction thereof.

8. A joint committee will reevaluate the program of instruction for retarded

ARTICLE T-XVI

educables in high schools in order to determine the validity of placement and the desirability of awarding a certificate upon graduation.

9. When, in the opinion of a teacher, the assignment of a child to a special class warrants a reevaluation, the request of the teacher for such a reevaluation shall receive expedited attention. When the reevaluation is made, the teacher shall be involved.

10. In order to maintain an adequate staff of teachers in accordance with the provisions of Article T-XII, at Pennypack House and Youth Study Center during the summer vacation period, the personnel who have been employed in the summer of either 1965 or 1966 in such vacation substitute service shall be given priority in the order of the greater number of summers in such employment in appointment to these positions.

After all personnel having such priority have been assigned, every effort shall be made to staff the remaining vacancies with teachers. Vacancies shall be posted in the schools at the same time that application for summer school positions are invited.

11. A pool of per diem substitutes shall be organized promptly after the effective date of this Agreement in order to provide substitute service for special classes, such as the retarded educable and retarded trainable. These substitutes will be given training in the area of special education, through in-service courses for the purpose of improving their services. Assignments of such substitutes will be made from a district to be designated by the Superintendent in the same manner as substitutes are assigned for other special areas, such as physical education, art, music. These substitutes shall first be assigned to service in special classes before they are given other assignments. When all such assignments have been made to all such classes, the remaining such substitutes who are not so assigned shall be available for service in regular grades.

12. The Board shall extend its utmost efforts to see that no later than February 1, 1969 teachers in institutional and residential schools shall be afforded preparation periods of the same number and duration as in the other schools.

13. Teachers in institutional schools shall receive the same insurance benefits as received by twelve-month employees.

14. Special class teachers who meet the criteria for extra-curricular activities shall be included among the teachers eligible for assignment to such activities.

15. 120 hours, at the extra-curricular rate, shall be allotted each year to each institutional school to pay teachers in approved extra-curricular programs.

16. In each institutional school, there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

17. To the extent space is available, TMR classes with their teacher shall be assigned to special classrooms such as gym, music room, art room.

18. To the extent possible, special education classes shall be assigned to regular rooms.

19. Subject to the approval of the Pennsylvania Department of Education, computer terminals shall be placed in the classrooms of qualified Mentally Gifted teachers who want one. A qualified teacher is one who has received a minimum of 30 hours of instruction in computer programming in the Basic Languages and who has demonstrated skill in this area.

20. All Educational Evaluators shall be merged into one classification with all Instructional Advisors and the classification shall be called Instructional Advisor with the current job description. The pay schedule shall coincide with

ARTICLE T-XVI

Steps 6 through 11 of the current Special Class Teachers Salary schedule.

Those employees affected shall work the regular school day and shall not be entitled to any preparation time. These employees may be required to work additional time. For working such additional time, they shall be compensated at the extra-curricular rate of pay.

Those employees affected who are currently on the Instructional Advisor salary schedule, and whose salary exceeds the Special Class Teachers salary, shall suffer no loss of pay.

ARTICLE T-XVII KINDERGARTENS

1. To the extent permitted by budgetary allocation and the availability of personnel, and regardless of class size, a kindergarten class shall be provided with a kindergarten aide who shall be assigned to provide the teacher with the same relief provisions as are provided other elementary school teachers by non-teaching assistants, clerical employees, and specialist teachers and to provide the teacher with a duty free lunch, relief from 3:30 duty and a morning and afternoon break. Equitable distribution of non-teaching duties and emergency assignments in a school is not to include kindergarten teachers.

2a. The Superintendent continuing to recognize the need of constant attention to kindergarten matters will direct the Division of Education for Young Children to meet regularly with the Federation's Kindergarten committee to discuss matters of mutual concern. Among subjects to be discussed are minimum age for kindergarten admission, number of years attendance in kindergarten, procedures for a second year in kindergarten for over-age children, reorganization of the kindergarten day and the planning of kindergarten facilities.

2b. The kindergarten teachers in a school shall be consulted regarding alterations and improvements of kindergarten facilities in that school.

2c. Kindergarten teachers shall be entitled to discuss with the principal and the building committee what service will best meet their needs.

3. The Board and the Federation agree that the extension of psychological testing, counseling, and attendance services to kindergartens is desirable. The Board will make every effort to plan a program for providing these services.

4a. The assignment of kindergarten teachers during the registration period shall not interfere with the schedule established by the school for the interviewing of parents and registering of kindergarten children.

4b. There shall be five meeting-free interview days for all kindergarten teachers at the beginning of each school year.

4c. In the case of kindergarten classes where a significant number of pupils are taking a second year of kindergarten, a maximum of ten sessions with no pupils in attendance shall be permitted for parent-teacher conferences during the first two weeks of school. No more than five morning sessions are to be used for this purpose.

5a. The Allotment Display Sheet shall contain \$100 per kindergarten teacher for educational supplies, 10 cents per pupil for magazines and 30 cents per pupil for instructional aids.

5b. Kindergarten supplies, books, and instructional aids shall be requisitioned and delivered separately from the general school requisition.

6. Where administratively possible, opportunities will be created for interviews with parents when the teacher believes it is necessary.

ARTICLE T-XVIII

ARTICLE T-XVIII
HOME AND SCHOOL VISITORS

1. Hours of work for home and school visitors shall be from 9:00 a.m. to 4:00 p.m., with one hour for lunch.

2a. The Division of Pupil Personnel and Counseling analysis of car allowances permitted home and school visitors will be reviewed by the Federation and the Board and any changes will be negotiated.

2b. Every home and school visitor who is assigned a "car district" shall receive twenty-two (22) cents per mile for approved transportation expense with a minimum of \$1 per day.

3. Eligibility requirements for the position of supervisor will be studied and reviewed by the Division of Personnel and the Federation Advisory Committee on Examinations.

4a. A home and school visitor will have a substitute when absent for more than one day when one is available.

4b. A current list of home and school visitor substitutes shall be available at the beginning of each month and shall be posted in the District Attendance offices.

5. The Board shall clarify and define course titles and credits for courses required of home and school visitors to obtain certification. The Board will contact universities and state agencies to obtain unanimity of titles and content.

6. There is to be a desk, chair and telephone in each school for use of the home and school visitor.

7. The Board shall draw up a job description and define the duties and responsibilities of home and school visitors. This shall be reviewed by the Federation.

8. The Board is requesting legislation to eliminate the triennial street census. This will relieve the home and school visitors of the street work involved.

9. Home and school visitors will be given relief from non-professional duties to the extent made possible by the additional clerical employees provided in Article T-III, Section 2.

10. Assignment, during the summer, to court positions will be voluntary. These positions will be filled at least 30 days before the close of school in accordance with systemwide seniority and held for two years. Seniority lists shall be available in the District Attendance Offices.

11a. The positions of court representative and assistant supervisor will be posted and filled by examination. The position of assistant supervisor, if reinstituted, shall be considered a promotional position and excluded from the bargaining unit.

11b. The Board shall authorize and fill one position for a court representative additional to the number of such positions authorized as of June 30, 1970.

12. Home and school visitors shall be regarded as having the same professional status as teachers who instruct pupils in the school.

13. Home and school visitors will be eligible for staff development. These meetings will take place during the school day and no additional monies shall be budgeted for this purpose.

14. A joint committee of Federation members and administration will be appointed within 30 days after approval of this contract to meet on a regular basis in order to research methods used by other agencies and school districts in

ARTICLE T-XVIII

handling the problem of supplying alternatives to visiting in dangerous situations.

ARTICLE T-XIX LONG TERM SUBSTITUTES

1. Long term substitutes returning to service as long term substitutes will be placed on the same salary step they were on when they left.

2. Long term substitutes will not be replaced by interns after the beginning of a school year.

3a. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the teacher for whom he is substituting, or because of the position being filled by the appointment of a regular teacher. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

3b. If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

4. Beginning on September 1, 1968, a teacher serving in a position in which, under this Article, he is to be deemed to be a long term substitute and to be assigned as such, shall be granted, from the date on which he should be so assigned, all leave provisions, except sabbatical leave, granted to regularly appointed teachers.

5. When a long term substitute is to be replaced by an appointed teacher, the long term substitute with the least service in the school and in the subject area for which the replacement is being made will be released first, and so on in that order.

6. Upon termination of his appointment as a provisional teacher, a person who previously was a long term substitute shall be given credit, for seniority and salary purposes, for the period served as a provisional teacher as if such period had been served as a long term substitute.

7. Auxiliary teachers shall be appointed from the ranks of long term substitute teachers on the basis of seniority with satisfactory service and certification.

8. Beginning October 1, 1970, long term substitutes on existing eligibility lists will be offered opportunity for appointment to vacancies before provisional appointments are offered for the filling of such vacancies.

9. Satisfactory service as a long term substitute shall be considered teaching experience for the purpose of examination point credit to the same extent other teaching experience is considered.

10. Any long term substitute employee whose processing by the Payroll Department is not completed within sixty (60) days of the first submission to the District Office shall not have to repay any salary differential which accrues beyond the sixtieth (60) day.

ARTICLE T-XX

ARTICLE T-XX DEPARTMENT HEADS

1. A job description defining the role and responsibility of Senior High School Department Heads and Technical High School coordinators shall be drawn up by the Board and reviewed by the Federation.

2a. There shall be a continued involvement of department heads in the process of examination of teacher candidates and participation and advisement in the establishment of criteria of teacher eligibility.

2b. Department heads will be informed of the opportunity to serve as members of Oral Examining Committees and will be invited to apply for such service. Opportunities to serve will be distributed equitably among Department Heads who desire such service.

3. There shall be continued involvement of department heads in the development of curriculum. Payment for curriculum work performed at a time other than during the teacher's day shall be at the extra-curricular rate of pay. If a supervisory rate is established, payment is to be at that rate.

4. A Joint Study Committee has completed and presented to the Office of the Superintendent its report and recommendations concerning the equalization of the workload of department heads. Such recommendations shall be resubmitted to the Superintendent for his consideration.

5a. A Department Head or Coordinator will, upon request, be furnished a full copy of the description and - if they have been accepted by the Administration - of the results of any research project concerning curriculum or any area pertinent to the field of interest of his department. The requested copies shall be sent within one week after the date of the request.

5b. The School District shall make periodic reports and evaluations of all experimental and model programs of instruction and shall make them available to any interested teacher.

6. Although the Department Head performs necessary administrative functions in the discharge of his duties, among his major responsibilities are the improvement of instruction and the day to day guidance and supervision of the teachers in his department.

ARTICLE T-XXI SUMMER PLAYGROUND

1. The Federation Summer Playground Committee and the Director of the Division shall review with the Chief of Plant Operations the services to be performed by the custodial staff.

2. Summer playgrounds are to be staffed in the following manner:

2a. Present satisfactory teachers shall continue to serve as long as they desire the position, if the position exists.

2b. Vacancies are to be filled by examination. Such examination shall be given no later than February of each year.

2c. Seniority in summer playgrounds shall be the determining factor in the reduction of the number of positions.

2d. Summer playground seniority shall be the number of summers of appointed service in a teaching subject or teaching position.

3. Eligibility lists for playground teachers shall be merged. The Director retains the right to designate whether certain positions shall be filled by men or by women.

4. Teachers whose names appear on the eligibility list but who do not receive a regular appointment shall be given first preference for substitute

ARTICLE T-XXI

playground service.

5. Letters of notification of appointment for summer playground positions shall be sent to teachers in accordance with the provisions of Article T-XXII, Section 2c of this Agreement.

6. The number of summer playground positions shall be posted in the schools no later than the time that applications for summer school positions are invited.

7. A list of teachers appointed to summer playgrounds shall be posted in the Administration Building no later than two weeks after the summer playground program has started.

8. A summer playground teacher may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. A teacher taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were teaching.

9. A summer playground teacher shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

10. Summer playground teachers shall be permitted the same funeral leave as during the regular school year.

11. Summer playground teachers shall be permitted to use accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9.

12. A summer playground teacher shall have a 10 minute break each morning and each afternoon, provided two or more teachers are assigned at that time.

ARTICLE T-XXII

SUMMER SCHOOL

1. Three representatives of the Federation, one from each of the school levels, lower, middle and upper, will be invited to attend the sessions of the Summer School Planning Committee. Among its functions, the Committee shall discuss and propose the creation of such summer school programs as it deems feasible in Industrial Arts and at the Saul School. The report of the committee shall be submitted not later than April 1 of each year to the Board and the Federation. The Board shall take action on the matter as promptly as may be, so that such recommendations as it approves can be brought to the knowledge of Industrial Arts teachers and teachers at the Saul School at the earliest possible date and be effectuated during the following summer school session.

2. Summer schools shall be staffed in the following manner:

2a(i). Satisfactory teachers who have summer school seniority shall be appointed to summer school positions in the order of their seniority if they desire the position and if the position exists.

2a(ii). Summer school seniority shall be the number of summers of appointed service in a teaching subject or teaching position.

2b. When any list of teachers in 2a(i) above is exhausted, vacancies shall be filled by examination for the area to which such list pertains. Such examinations shall be given no later than February of each year.

2c. Notification of appointment to summer school shall be made two weeks following the issuance of the third report for at least 90% of the number of teachers estimated to be needed for the program.

2d. Teachers will be provided a choice of schools and, where administratively possible, that choice will be honored in making assignments.

2e. Seniority in summer school shall govern when it becomes necessary to reduce positions. Where such summer school seniority is equal, then systemwide seniority shall apply. Also, where applicable, Article T-IX, Sections 1(c) and 1(d) shall apply.

ARTICLE T-XXII

2f. A summary of the number of positions by school level and, where applicable, by subject, for which appointments are made under subsection c above shall be posted in each school promptly after notification of such appointments.

2g. The list of teachers appointed to summer school by subject and home schools shall be published by posting in the summer schools at least two weeks after summer school has started.

3. Additional appointments to summer school shall be made as needed during the summer school sessions in accordance with subsection 2b of this Article. If a list is exhausted, then teachers certified in that subject and on another current summer school list (though not appointed from it) shall be given the opportunity to fill the position as a temporary appointee. If the name of such temporary appointee is reached on the eligibility list for a regular appointment, he shall continue in the temporary position for the duration of the summer session. However, his seniority for summer school purposes, in the subject of the eligibility list shall begin from the date his name was reached on such eligibility list.

4. Letters of notification for summer school and playground positions shall be sent to teachers at the same time.

5. Hours for summer school teachers shall be as follows:

5a. Senior high schools, 8:15 a.m. to 12:30 p.m.; two days from 8:15 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 148 hours.

5b. Junior High and Elementary Schools, 8:30 a.m. to 12:00 Noon; three days 8:30 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 90 hours.

5c. The Fourth of July will be an unpaid holiday.

6. A summer school teacher may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. A teacher taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were teaching.

7. A summer school teacher shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

8. A summer school teacher will be permitted the same funeral leave as during the regular school year.

9. A summer school teacher shall be permitted to use accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9 of this Agreement.

10. Assignments of student teachers shall be made first to teachers with a full schedule. If this cannot be done, the student teacher shall be assigned to more than one teacher so that he is in a classroom situation during the full session.

11. Ample notice of summer school registration and procedures shall be given to public and parochial school students.

ARTICLE T-XXIII EXTRA-CURRICULAR ACTIVITIES

1. Promptly upon the execution of this Agreement, the Board and the Federation shall each designate not more than 4 persons to constitute a Joint Committee whose function it shall be to study extra-curricular activities other than those listed in Section 10 of Article T-VII, the number of teacher hours required for and to be allotted to each such activity; and the procedures to be used in staffing such activities.

2. All vacancies in extra-curricular activities in a school shall be advertised so that all teachers are notified, including those absent and/or on any kind of leave. The building committee will cooperate in bringing such vacancies

ARTICLE T-XXIII

to the attention of teachers absent or on leave.

3. Special class teachers who meet the criteria for extra-curricular activities shall be included among the teachers eligible for assignment to such activities.

4. All extra-curricular activities shall be permitted to operate in schools at least until 4:30 p.m.

5. Travel expense for extra-curricular activities shall be reimbursed on the same basis as for other teachers.

6. Compensation for extra-curricular activities shall be paid every four weeks.

7. All Safety Patrol Sponsors and teachers engaged in all other approved extra-curricular programs in the elementary schools shall be paid at the regular extra-curricular rate of pay in accordance with Article T-XIII, Section 11 of this Agreement.

8. The Board shall afford reasonable protection for the safety and welfare of the students and teachers engaged in extra-curricular activities that take place out of school buildings.

9. 120 hours, at the extra-curricular rate, shall be allotted each year to each institutional school to pay teachers in approved extra-curricular programs.

10. As vacancies occur, an employe shall be eligible for more than one paid extra-curricular job only if he/she is the sole applicant or if all other applicants have as many extra-curricular hours.

ARTICLE T-XXIV COUNSELORS AND COUNSELING TEACHERS

1. To insure minimum standards of privacy and confidentiality (a) provision shall be made in new school buildings for each counselor to have his own office with floor to ceiling sound-conditioned partitions; the same provision shall be made in old schools, the floor to ceiling partitions dependent on the reasonable availability of existing natural or mechanical ventilation and (b) in any event, a counselor's office shall contain a door that can be closed, a telephone for the use of the counselor and file cabinets with locks.

2. Counselors and counseling teachers shall work the same hours as other teachers in the school.

3. Additional non-teaching personnel provided for in Article T-III, Section 2 shall also be so utilized as to provide, to the extent administratively possible, for the relief of counselors and counseling teachers of clerical and non-professional duties.

4. The Board will give every consideration to achievement of the Federation's goals of a maximum case load for elementary counseling teachers of 400 and a maximum case load for secondary school counselors of 300.

5. The Board will continue its efforts to attain its goal of one counselor aide for every three counselors.

6. Administrative and supervisory representatives of the Division of Pupil Personnel and Counseling shall meet monthly with representatives of the Federation Counselor Steering Committee to discuss problems and make recommendations on matters of major concern to counselors.

7. Counselors and counseling teachers shall not be regularly assigned to duties in which they must mete out punishment, subject to the requirements of Article T-III, Section 4.

8. The duty of maintaining attendance records shall not be assigned to counselors or counseling teachers.

9. Preparation of summaries for use in requesting school or community

ARTICLE T-XXIV

services or in supporting cooperation with such services is a counseling function. There shall be no restrictions against reasonable time for preparation of such summaries within the school day.

10. Upon written request from a counselor, the Director of Pupil Personnel and Counseling or his designee shall promptly review with him all material in that counselor's file. A statement shall be inserted in the file setting forth the date the file was reviewed and the material examined and signed by the persons reviewing the material.

11. Wherever the term counselor is used herein, it is to include counseling teacher.

12. Counseling positions must be offered for transfer and for new appointments before interns may be placed in these positions. The placing of an intern shall not be deemed as filling that position beyond the first year of internship. Said position shall then remain open for contractual procedures of transfer and appointment.

ARTICLE T-XXV PSYCHOLOGISTS

1. The Director of Special Education shall meet regularly with a Federation Professional Committee of Psychologists (consisting of one psychologist from each district), normally on a monthly basis to discuss matters of a professional nature. Planning of staff meetings and staff development programs including the use of funds allocated to such purpose shall be included in discussions at such meetings. If items submitted for the agenda of a staff meeting by the Professional Committee are not included in the agenda, the Director of Special Education will, in writing, notify the Professional Committee either of the date when the item will be so included or the reason for not so doing.

2. The professional skills of psychologists may be used as resources in programs and activities of the school that are preventive in nature such as mental health teams, socially maladjusted teams, child development programs and the like.

3. Each Psychologist shall be provided with such conditions and facilities as will permit uninterrupted service with the child being examined. Because of limitations on available space, psychologists will give the school at least three days notice of appointments with children.

4. Reasonable facilities and essential secretarial services shall be provided for psychologists.

5. Psychologists shall be fully involved in any activity that will help the school better understand the individual child. To this end, the services of the psychologist shall be utilized, as a resource to the principal, in those activities deemed necessary for a complete evaluation of the child and the proper recommendation as to placement by the principal.

6. The psychological report of each child shall be given the privacy within each school that will uphold the confidentiality of the report. Such report shall be released only to authorized persons in accordance with established guidelines for such release. The establishment of such guidelines shall be a proper subject for discussion at meetings of the Psychologist Professional Committee with the Director of Special Education.

7. Information pertaining to professional opportunities applicable to school Psychologists shall be distributed to and posted in all districts and central offices in which school Psychologists are located so that all Psychologists have the opportunity to determine whether they wish to participate therein.

8. In each school year each Psychologist shall have the right to expend \$25

out of the Division of Special Education allotment for instructional materials and supplies for the purpose of purchase or requisition of such material for use in his professional activities. Any unexpended portion of such \$25 shall be retained in the Division's said allotment. Procedures for the effectuation of this section shall be established by agreement between the Federation and the Administration.

9. Files will be decentralized where and when administratively possible.

10. The Pedagogical Library shall maintain a selection of books and magazines of special interest to Psychologists. The professional committee will recommend to the Pedagogical Library the selection of books and magazines.

11. The assignment of a Psychologist to a special project requiring special qualifications and competencies shall be offered to those Psychologists possessing such special qualifications and competencies on a rotation basis, beginning with the most senior Psychologist. In the event no such Psychologist indicates his willingness to perform such assignment the Psychologist with such special qualifications and competencies with the least seniority shall be assigned to such special projects on a rotation basis beginning with the least senior such Psychologist.

Assignment to such projects within a district shall be made in accordance with the procedure enumerated above from among the Psychologists assigned to such district.

12. All requests for the use of school pupils for practice or psychological research by college students or institutions shall be referred to the local psychological staff so that they may know about the request.

13. Psychologists shall not be required to report on days when all schools are closed by administrative action.

14. A Psychologist shall be permitted to transfer from one district to an existing vacancy in another on the basis of seniority. Such transfer shall be effective on February 1, or September 1 of any year or when a qualified replacement, from an eligibility list created by the Personnel Department, is obtained for him, whichever is sooner.

15. 12 month Psychologists will continue to follow the Administrative Calendar except that each Psychologist will receive two additional days off - one at Christmas and one at Easter. Furthermore, Psychologists will receive three personal leave days per year prospectively from September 1, 1970.

16. The following provisions of this Agreement are also applicable to Psychologists:

- B-I
- B-II
- B-III
- B-IV
- B-V
- B-VI
- B-VII
- B-VIII
- B-IX
- B-XI
- B-XII
- B-XIII
- B-XIV
- B-XV
- B-XVI

T-I

ARTICLE T-XXV

T-II, Section 1d
T-III, Sections 3,5,6,7,8,9
T-IV, Sections 2,3,5,6,8
T-V, Sections 5,7,8,14
T-VI, Sections 7,10,11
T-VII, Sections 5,14,16,18,20,25,26
T-IX

ARTICLE T-XXVI LIBRARIANS

1. The library shall be available for library purposes to students and teachers at all times during the school day except that a District Superintendent may schedule a meeting in the library or IMC of a school no more often than one time per month. Whenever available, a certified librarian shall staff the library if funds are available.

2. The job description of library assistants shall require secretarial help - including preferably, typing - to librarians.

3. To the extent provided in Article T-III, Section 2, non-teaching personnel shall be assigned to relieve librarians for preparation periods.

4. Library aides, hereinafter appointed, shall be equitably distributed, except as limited by the requirements imposed by Federal aid programs.

5. The Board will give consideration to its ultimate goal of meeting the standards for staffing libraries established by the Commonwealth of Pennsylvania.

6. Money collected within the school in connection with the circulation of library books shall be allocated to that school for its library needs.

7. A Joint Committee of librarians and of the Administration shall meet as need arises to discuss library problems and procedures such as library facilities, staff, the setting up of instructional materials centers, etc.

8. The Board has undertaken a survey of needs for library space, work space, storage and reading rooms. The Joint Committee of the Board and the Federation will study the results of such survey and make such recommendations as the Joint Committee shall deem appropriate in order to meet the goal of the Board to achieve Commonwealth of Pennsylvania standards for library space.

9. All meetings of librarians shall be held during the school day.

10. Librarians may order books at any time.

11. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.

12. All appointments to positions in the Division of Libraries shall be impartially made on the basis of examinations appropriate for each such position.

13. Two representatives of the Federation Library Committee shall be invited to attend the planning meetings concerning instructional materials centers.

14. The work day for librarians and library assistants shall be as heretofore.

15. Requisitions shall be processed as soon as possible so that orders are promptly executed.

16. Librarians shall be responsible directly to an administrator of the school, designated by the Principal.

17. Pupils shall not be assigned to the school library or instructional materials center as a disciplinary measure.

18. Librarians in secondary schools shall be relieved of responsibility for the library for the equivalent of one period per day by having paraprofessionals, assistants, or secretaries present in the library during such periods.

ARTICLE T-XXVII
INDUSTRIAL ARTS

1a. A committee of industrial arts teachers shall participate with the administration in updating requisitions in regard to items listed and prices.

1b. A more complete list of suppliers for shop material shall be provided to industrial arts teachers as well as more detailed descriptions of the products that are available from suppliers.

1c. Regular meetings of committees of industrial arts teachers and the administration shall not be scheduled during the last two weeks of the school year.

2. A committee of industrial arts teachers shall confer with the administration and make recommendations for the setting of the money allotment for supplies for each pupil. These allotments are to be adjusted at regular intervals not to exceed three years.

3a. A work order shall be honored only if it promises to help achieve one or more of three outcomes:

3a(i). Strengthen mastery of one or another of the objectives in the course of study;

3a(ii). Lend reality to pupil experience with the course of study;

3a(iii). On occasion, aid the school or the school district.

3b. Work orders must have the approval of the teacher and the principal and of the department head, if there is one. The teacher must be given adequate time for proper scheduling of an approved work order.

4. Industrial arts teachers shall be allowed two days with pay per year for visitations to industry and to other schools.

5a. The Division of Vocational and Industrial Arts Education shall survey equipment in school shops and submit to the Superintendent of Schools no later than February 15 of each year a schedule for the replacement of obsolete equipment. This report shall be made available to the Federation.

5b. The repair of machinery and equipment necessary for the operation of shops shall be given prompt attention. Teachers shall be informed within two weeks of the request of the schedule date of repair or servicing and shall be immediately informed of any postponement.

5c. The Board will move to comply with the regulations of the Department of Health in supplying efficient exhaust systems for the purpose of eliminating noxious fumes and dust.

6. Curriculum guides in approved instructional programs will continue to be issued to teachers. Curriculum guides in new or changing instructional programs will be developed and made available to teachers as rapidly as possible.

7. Subject to the provisions of Article T-XII, the number of work stations in a shop shall be the basic criterion to be used in determining the number of pupils assigned to a class. Whenever it becomes necessary to assign more pupils than can be accommodated at available work stations in a given shop, the factors limiting the number of pupils shall be the safety of the pupils and the ability of the teacher in such a situation to carry out the course of study.

8. The Associate Superintendent for School Facilities is to be consulted to insure proper size of shops in new schools and to determine the practicability of and a schedule for enlarging and modernizing shops in existing schools.

9a. Industrial arts teachers shall be permitted to order supplies on a semi-annual basis.

9b. A substitute for material ordered by a teacher shall not be accepted if the substitute does not meet the classroom needs for which the material was

ARTICLE T-XXVII

intended. If a teacher who has ordered material finds that it does not meet the specifications, it shall be returned for credit.

10. Where administratively possible, industrial arts teachers shall be rostered for five preparation periods per week. This time may be used for preparation of materials and programs and for minor repairs to and the maintenance of shop equipment.

11. The practical experience of teachers in school shops and related instructional areas is to be utilized through broad based committees in the planning, layout and equipping of new shops or the proposed modernization of existing shops.

12. Discussion on and proposals for the creation of summer school programs in Industrial Arts shall be in accordance with the provisions of Article T-XXII, Section 1 of this Agreement.

13. Shops or other specially equipped rooms shall not be used as home rooms unless all other classrooms in a school are being used for that purpose.

ARTICLE T-XXVIII DENTISTS

1a. A dentist shall be permitted to transfer to an existing vacant assignment on the basis of seniority when a qualified replacement is obtained for him.

1b. The following provisions of this Agreement are applicable to Dentists:

B-I

B-II

B-III

B-IV

B-V

B-VI

B-VII, Sections 2,4,5,6

B-VIII

B-IX

B-XI

B-XII

B-XIII

B-XIV

B-XVI

T-I

T-III, Sections 5,6,7,8,9

T-IV, Sections 2,4

T-V, Sections 7,8,14

T-VI, Sections 7,10,12

T-VII, Sections 18,20,25,26

T-VIII

T-IX

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed the 31st day of August, 1985.

The Board of Education

The School District of Philadelphia

By Herman Mattleman
HERMAN MATTLEMAN, President

By Constance E. Clayton
CONSTANCE E. CLAYTON, Superintendent of Schools

Philadelphia Federation of Teachers

By Marvin E. Schuman
MARVIN E. SCHUMAN, President

Attest Dorothy Prisoek
DOROTHY PRISOEK, General Vice President

Theodore Kirsch
THEODORE KIRSCH, Vice President, Senior & Technical High Schools

John Mickens
JOHN MICKENS, Vice President, Junior High Schools

Arlene Kempin
ARLENE KEMPIN, Vice President, Elementary Schools

Dorothea Bell
DOROTHEA BELL, Secretary

Jack Steinberg
JACK STEINBERG, Treasurer

The terms of the Agreement have the endorsement of the Mayor of the City of Philadelphia.

W. Wilson Goode
W. WILSON GOODE,
Mayor of the City of Philadelphia

SECTION N

PROVISIONS RELATING

TO

NON-TEACHING ASSISTANTS AND HOUSE PARENTS

ONLY

(SEE ALSO BASIC PROVISIONS)

SEPTEMBER 1, 1985

TO

AUGUST 31, 1988

ARTICLE N-I
RECOGNITION

The Board of Education of the School District of Philadelphia (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for all non-teaching assistants, hereinafter referred to as NTAs (excluding Security Officers) and all house parents, hereinafter referred to as HPs, all of whom are also hereinafter referred to as "employees".

ARTICLE N-II
DAY - YEAR

1a. During the regular school year, which shall contain not more than 190 work days, the regular hour for beginning work of NTAs shall be 8 a.m. and the regular hour for ending work shall be 4:30 p.m.; however, the principal may release the NTAs from work at 4:00 p.m. in the event that there is no further NTA work which must be performed on that day. Other than during the regular school year, the hours for beginning and ending work for 12 month NTAs shall be, respectively, 9 a.m. and 4 p.m. During the period defined in the first sentence hereof, each NTA shall be afforded a luncheon period of 3/4 of an hour; during the period defined in the second sentence hereof, each NTA shall be afforded a luncheon period of one hour.

1b. In order to meet the needs of the school an NTA may be assigned regular hours for the beginning and ending of his work differing from those set forth in subsection (a) above, provided that such different hours shall be uniform for all days of the week, shall remain in effect for a substantial part of the school year and shall not result in increasing the total number of his daily hours a week.

1c. In the event that an NTA's luncheon period is interrupted for the purpose of performing his duties, his regular time for ending work shall be reduced by an amount of time equal to the duration of the interruption of his lunch period.

1d(i). In case of compelling need at his school, an NTA may be required to work on one or more of the days on which instruction is not being conducted in the school during the winter and spring vacations. In such event, notwithstanding the provisions of Article N-VI, Section 7, the NTA will, in addition to his salary be paid for work on any such day a whole day's pay irrespective of the number of hours worked, not in excess of eight.

1d(ii). Notice that work will be required on any such day shall, wherever possible, be given at least 24 hours before that day. An NTA for whom work on such day would cause a hardship shall not be required to work on such day. In the event none of the NTAs in a school is available, because of this provision, for such assignment, volunteers therefor may be obtained from among NTAs in other schools.

1d(iii). Assignments to work on days during the winter and spring vacations shall be divided as equally as possible among the NTAs in the school.

1e. The regular hour for beginning work of the HPs shall be 6:30 a.m. and the regular hour for ending work shall be 8:45 p.m. The periods for meals and rest shall be as heretofore. The days of the week on which each HP shall work shall remain as heretofore, unless changed for good cause by the principal.

1f. Free time, in addition to the two days off per week, shall be rotated on an equitable basis among all House Parents.

ARTICLE N-II

The House Parents and the Federation shall be notified promptly of the schedule of such free time.

2. NTAs shall be assigned to no more than 3 consecutive lunchroom periods.

3a. When an employee is required to work overtime or on call-in time, notification of such duty shall be given, if possible, at least by 3 o'clock on the day preceding the overtime or call-in work period.

3b. Overtime work, other than for required attendance at Court, shall not be required of any employee for whom assignment to such work would be a hardship.

3c. Overtime work will be divided as nearly equally as possible among the NTAs in a given school.

4. In the event an employee seeks a part of his vacation during the school year, his request shall be approved provided the needs of the school do not require otherwise.

5. An employee may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

ARTICLE N-III

DUTIES - ASSIGNMENTS - DISCIPLINE

1. An employee's work shall be performed under the general supervision of the school's principal or vice principal.

2a. The duties of NTAs shall be such duties as were heretofore performed by them and such additional non-teaching duties heretofore or presently performed by teachers, which may hereafter be assigned to NTAs by the principal of the school in which they work.

2b. An NTA position shall not be traded off if such trade-off will result in the lay-off of an NTA.

3. In each institutional school there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

4a. The Board and the Federation agree that the adjustment of behavioral problems is the responsibility of employees as well as administrators. Employees shall have immediate recourse to administrators who shall give the employee effective and consistent support and shall promptly take appropriate action in each case.

4b. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

5. There shall be no fewer than 24 security officers. Such employment shall be on a voluntary basis.

6. The Superintendent and the Federation will each appoint three representatives to a Joint Committee to study problems respecting terms and conditions of employment of HPs that either the Federation or the Superintendent may deem appropriate for study. The Joint Committee shall promptly render a report to the parties to the Agreement stating the Committee's findings as to prevailing conditions and procedures and setting forth the Committee's recommendations as to what those conditions and procedures should be.

7. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of employees is required.

8. A joint committee of the Federation and the Board shall be established for the purpose of planning the orientation course which will be offered to all of the employees. The committee shall present its completed reports as promptly as possible.

ARTICLE N-III

9. Substitute service shall be provided when: (1) a Federation representative is absent during working hours because he has been selected to attend a meeting scheduled by the Administration and (2) when an employee is scheduled to attend a meeting sponsored by the Administration that would require an absence of a half day or more, except for attendance at the orientation program provided for in Section 8 of this Article N-III, which will be held after the lunch periods.

10. Article B-V, Section 3a of the basic language does not prevent use against any employee of any statement made by the employee spontaneously in a situation other than a conference with the principal or administration.

11. Employees shall not be subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

12. An adequate clothing locker shall be made available for each employee. Where the space is available and when his duties require it, an employee shall be provided with a work location so equipped as to enable him with reasonable comfort and efficiency to carry out such duties.

13a. Assignments and reassignments shall be made in accordance with the needs of the school system as determined by the Superintendent.

If, under the grievance procedure, it is determined that an employee so reassigned has thereby suffered an undue hardship, he shall be assigned to avoid such hardship. Except for emergency situations, it is the Administration's policy to retain an NTA in his school. Temporary assignments may be made in the event of an emergency affecting the safety and welfare of the children in the school to which such assignment is made. The temporary assignment shall terminate with termination of the emergency.

13b. NTAs may file with the Division of Personnel written requests for transfer from one school to another. Such request shall contain the names of those schools to one of which the NTA would be willing to transfer. When a vacancy occurs in the position of NTA, such request for transfer will, subject to the provisions of sub-section (a) of this Section 13, be honored on a basis of systemwide seniority.

ARTICLE N-IV EXAMINATIONS AND APPOINTMENTS

1. Eligibility lists for NTAs shall be merged. The Director retains the right to designate whether certain positions shall be filled by men or by women.

2. In preparing lists from which appointments are to be made, wherever there are identical scores, position on the list shall be determined by school-system seniority.

3a. Because within each grade the duties and qualifications of 12 month and 10 month NTAs are the same, appointment to the position of 12 month NTA shall be made on the basis of systemwide seniority from among those 10 month NTAs applying for such position, one of whose two preceding ratings shall have been satisfactory and shall have been given to him more than 6 months and less than one year prior to the date of appointment.

3b. Not less than 7 school days before the appointment is to be made notice thereof shall be posted in every school. A 10 month NTA desiring to apply for such a position shall do so on a form to be furnished by the principal.

4a. The principal and building committee shall jointly formulate the criteria to be used in the selection of an NTA for a position within a school,

ARTICLE N-IV

including the position of "Lead NTA", provided, however, that participation in other uncompensated duties or activities within the School District shall not be one of such criteria. In the event of inability to agree on the criteria, the determination of the principal shall be final, provided it is neither arbitrary nor capricious. All NTAs in the school who meet the criteria for such positions shall be eligible for assignment thereto.

4b. Where two NTAs objectively approximately equally meet the established criteria for a position within a school, seniority shall govern the appointment to that position.

4c. Assignment to tasks within the school shall be the duty of the Lead NTA, subject to the approval of the principal.

5. Any security guard shall not be on panel for Orals for appointments.

ARTICLE N-V

EVENING SCHOOL AND EXTRA-CURRICULAR ACTIVITIES

1. Where an NTA position is to be filled in an evening school, the position shall first be offered to NTAs regularly assigned to the day program in that school in order of school seniority. If the position cannot be filled as provided above, it shall be filled from among other NTA applicants on the basis of school system seniority.

2. A substitute in the evening school whose performance is satisfactory shall be permitted to continue filling the post of the employee for whom he is substituting during that employee's continuing absence.

3. All materials and equipment located in the day school and necessary for the work of an NTA in the evening school shall be made available to him.

4. The Board shall afford reasonable protection for the safety and welfare of the students and employees engaging in extra-curricular activities that take place out of school buildings.

ARTICLE N-VI

SALARIES

1a. As of the dates shown below, the salary of each employee shall be increased and each employee shall be paid in accordance with the following schedule:

NTA - 10 MONTH

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,761	\$ 9,111	\$ 9,658	\$10,238
2	9,309	9,681	10,262	10,878
3	11,428	11,885	12,598	13,354
4	12,071	12,554	13,307	14,105
5	12,627	13,132	13,920	14,755
6	14,210	14,778	15,665	16,605
7	15,112	15,716	16,659	17,659
8	17,849	18,563	19,677	20,857

NTA - 12 MONTH

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$10,517	\$10,938	\$11,594	\$12,290

ARTICLE N-VI

2	11,204	11,652	12,351	13,092
3	13,795	14,347	15,208	16,120
4	14,596	15,180	16,091	17,056
5	15,302	15,914	16,869	17,881
6	17,247	17,937	19,013	20,154
7	18,385	19,120	20,268	21,484
8	21,704	22,572	23,926	25,362

HOUSE PARENT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$10,520	\$10,941	\$11,597	\$12,293
2	10,909	11,345	12,026	12,748
3	13,101	13,625	14,443	15,309
4	13,834	14,387	15,251	16,166
5	14,493	15,073	15,977	16,936
6	18,248	18,978	20,117	21,324

1a(i). Each Lead NTA shall receive the following salary only while serving as a Lead NTA:

LEAD NTA - 10 MONTH

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,495	\$ 9,875	\$10,467	\$11,095
2	10,050	10,452	11,079	11,744
3	12,293	12,785	12,552	14,365
4	12,942	13,460	14,267	15,123
5	13,499	14,039	14,881	15,774
6	15,148	15,754	16,699	17,701
7	16,072	16,715	17,718	18,781
8	18,800	19,552	20,725	21,969

LEAD NTA - 12 MONTH

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,252	\$11,702	\$12,404	\$13,148
2	11,946	12,424	13,169	13,959
3	14,661	15,247	16,162	17,132
4	15,468	16,087	17,052	18,075
5	16,173	16,820	17,829	18,899
6	18,185	18,912	20,047	21,250
7	19,343	20,117	21,324	22,603
8	22,654	23,560	24,974	26,472

2a. As of the dates shown below, the salary of each long term substitute employe shall be increased and each long term substitute shall be paid in accordance with the following schedule:

LONG TERM SUBSTITUTE NTA - 10 MONTH

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,761	\$ 9,111	\$ 9,658	\$10,238
2	9,309	9,681	10,262	10,878
3	14,810	15,402	16,327	17,306

A long term substitute shall advance to the next succeeding step of the appropriate schedule at each increment date. A long term substitute returning to service as a long term substitute shall be placed upon the same salary step at which he was when his long term service was terminated.

3. In implementing the foregoing schedules, each employee shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to October 15, 1985 and shall, in addition, on attaining an increment date on or subsequent to October 15, 1985 be placed on the next succeeding step.

4. NTA Red-Circled Rates

An employee whose salary is red-circled, i.e., who receives a salary which is higher than the scheduled maximum for his classification as of August 31, 1985 shall have his annual salary increased by four percent (4%) as of October 15, 1985. Such employees shall remain at such increased salary until August 31, 1988, except that where such increased salary is below the maximum of the salary schedule for his classification, such employee shall receive an increase which will place him at the maximum of the appropriate schedule for his classification.

5. A former Philadelphia Public School NTA who is reappointed shall be placed on the appropriate salary schedule at the same step on which he was when his employment ended, except that if such step was higher than the third, he shall be placed at the third step.

6. Overtime

6a. An employee's regular work day and work year are defined in Article N-II, Section 1a of this Agreement.

6b. The following rules shall govern the calculation of compensation for overtime required by or performed at the request of an authorized person:

6b(i). Overtime at the rate of time and one-half shall be paid for all time worked in excess of forty (40) hours in any week.

6b(ii). Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as eight (8) hours of straight time worked for the above purposes.

6b(iii). Each day of authorized absence because of sickness shall be considered as eight (8) hours of straight time worked for the above purposes. A joint committee of the Board and the Federation shall promptly examine the experience with this sub-section (iii) to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the joint committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted. The "remedial rule" shall be that no day of absence because of illness shall be deemed a day worked for the purposes of this Section unless it is one of three (3) or more consecutive days of absence because of illness.

6b(iv). The hourly rate for overtime pay shall be calculated by dividing the bi-weekly pay by 77 1/2 and paying for all hours worked in excess of 7 3/4 hours in any day at the rate of time and one-half. A holiday and sick leave day shall be considered 7 3/4 hours of straight time worked.

6c. NTAs shall be paid time and one-half for all hours worked during the

ARTICLE N-VI

evening.

7. Call-in Pay

In the event an employee shall be required to perform work for the School District during any Saturday, Sunday or holiday on which schools are closed, he shall be paid for all hours worked during such days at his regular hourly overtime rate in accordance with Section 6 of this Article, depending upon the number of hours he worked during the payroll week in which such day falls, but not less than for four (4) hours at his regular rate.

8. Summer Employment

8a. Ten month employees who accept employment in the lower or middle schools shall be paid for not less than 120 hours.

8b. Ten month employees who accept summer employment in the upper schools shall be paid for not less than 148 hours.

8c. Ten month NTAs who are employed in the summer shall be paid at their regular hourly rate of pay.

9. An employee who has been promoted shall suffer no loss of pay as a result of such promotion.

ARTICLE N-VII SUMMER EMPLOYMENT

1. Summer school and summer playground assignments shall be made in accordance with the following provisions:

1a. Notice naming the schools and playgrounds in which NTA positions will be available for the summer and the number of positions in each school and playground shall be sent out by May 15.

1b. Applications from NTAs to fill such positions shall be submitted not later than June 1.

1c(i). Twelve-month NTAs shall remain in their home school to the number necessary to fulfill its requirements when a summer school session or summer playground is conducted therein, or if it is otherwise in use during the summer.

1c(ii). Twelve-month NTAs in whose home school there is no summer session, playground or other activity at any time during the summer, or who are not entitled to summer employment in that school under the provisions of sub-paragraph (d), will in accordance with the other provisions of this Article be assigned to such vacancies as exist.

1c(iii). There shall be at least the same number of NTAs employed each summer as there were in the summer of 1975.

1d. In assigning NTAs to summer employment in any school, the NTAs whose home school it is will be assigned, to the number necessary to fulfill its requirements, to summer employment in that school (in the case of 10-month NTAs, if they have applied for such employment therein) on the basis of the highest NTA school seniority of all NTAs for whom it is the home school.

1e. Those ten-month NTAs who apply for summer employment, but who have not designated their home school in their application, or whose home school is not conducting any activity at any time during the summer or who are not entitled on the basis of their seniority to summer employment in their home school, shall be assigned on the basis of their systemwide seniority as an NTA to the school designated in their application for summer employment.

1f. If certain playgrounds or summer schools, by reason of the foregoing method, do not have a sufficient number of applicants to fill the vacancies in such playgrounds or summer schools, then the Board shall make assignments to such playgrounds or summer schools from among all NTAs who are eligible for summer work, first, however, assigning to such positions those 12 month NTAs who are not

ARTICLE N-VII

entitled to be assigned to summer work in their home schools in accordance with the foregoing provisions. Subject to the foregoing sentence, the Board will on the basis of systemwide seniority continue to honor preferences of the applicants with respect to whether they desire to work in elementary, middle or upper schools.

1g. Ten-month employees who choose not to accept summer employment shall not incur any disciplinary action or any disadvantages with regard to job benefits or the protections afforded by this Agreement because of such refusal.

1h. The Superintendent shall designate whether certain positions will be filled by men or by women.

2. Ten-month employees working in the summer shall be permitted, during any summer, to use sick leave accumulated and not used during past regular school sessions.

3. Ten-month employees working in the summer shall be permitted, during any summer, the same paid funeral leave as during the regular school year.

4. Ten-month employees working in the summer shall be permitted, during any summer, to use personal leave days for the same reasons provided in Article B-IX, Section 9 of the basic language. No more than 3 personal leave days may be used without loss of salary by any employee during any calendar year.

5. Twelve month NTAs in middle schools and junior high schools shall be required to work the same month that the school is opened for Administrative purposes during the summer.

ARTICLE N-VIII SENIORITY

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated, school seniority shall govern.

2. "School seniority" of employees in each job classification (viz., NTA and HP) shall be determined by the date on which an employee first began to work in that classification in the school to which he is assigned at any given time. Service of an employee on a temporary assignment shall be deemed to have been rendered in the school to which he had been assigned immediately prior to such temporary assignment. If an employee is in a school to which he was involuntarily transferred, his school seniority shall be the sum of his school seniority in that school and of his school seniority in the school from which he was so transferred.

3. "Systemwide seniority" of employees in each of the above job classifications shall be the amount of continuous service from the date of appointment of an employee in such classification by the School District of Philadelphia.

4. No period of service prior to the termination of employment by discharge or resignation shall be included in the computation of an employee's seniority.

5a. Where school seniority is equal, systemwide seniority shall be the determining factor.

5b. Where systemwide seniority is equal, then the total number of years of continuous service for the School District of Philadelphia in any and all capacities shall be the determining factor.

(A "year of service", for the purposes of this Section 5, shall for 10-month employees mean a school year and for 12-month employees mean a calendar year.)

6. Where systemwide seniority is equal, and none of the employees involved has served the School District of Philadelphia in a capacity other than NTA or

ARTICLE N-VIII

HP:

6a. Then the date of the eligibility list from which the employee was appointed shall be the determining factor, and

6b. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

7. No period of service as a long term substitute shall be included in the calculation of an employee's school seniority or systemwide seniority.

8. Each school shall maintain a list showing the school seniority of each employee. This list shall be available to all employees. School system seniority shall be compiled as soon as possible.

9. The Office of Personnel shall make available to any employee all relevant information respecting his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

10. An employee who is laid off up to one year shall have all time in lay-off status counted as service time for seniority purposes.

11. A lay-off of up to one year shall not be considered a break in service.

ARTICLE N-IX LONG TERM SUBSTITUTES

1. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the employee for whom he is substituting, or because of the position being filled by the appointment of a regular employee. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

2. When a long term substitute is to be replaced by an appointed employee, the long term substitute with the least service in the school will be released first, and so on in that order.

3. If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

4. Long term substitutes shall be eligible for all insurance plans and for leave provisions granted to regularly appointed employees.

ARTICLE N-X WELFARE BENEFITS

1. To fund a career development program for employees interested in educational or educational support fields, a sum of \$36,000 per school year shall be allocated each year through August 31 of the following year.

2. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide for classes at places and times convenient for employees.

3. The remainder of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

ARTICLE N-X

4. Participation in the program shall be voluntary.

5. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in this Article.

6. Four hundred employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

7. In the event that more than 400 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

8. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 9 below shall determine the method of applying such funds to advance the purposes of the program.

9. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

9a. To develop the procedures for application and selection of participants;

9b. To study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program;

9c. To conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed the 31st day of August, 1985.

The Board of Education

The School District of Philadelphia

By Herman Mattleman
HERMAN MATTELMAN, President

By Constance E. Clayton
CONSTANCE E. CLAYTON, Superintendent of Schools
Philadelphia Federation of Teachers

By Marvin E. Schuman
MARVIN E. SCHUMAN, President

Attest Dorothy Priscock
DOROTHY PRISCOCK, General Vice President

Theodore Kirsch
THEODORE KIRSCH, Vice President, Senior & Technical High Schools

Jack Steinberg
JACK STEINBERG, Treasurer

Junious Foster
JUNIOUS FOSTER, NTA Representative

The terms of the Agreement have the endorsement of the Mayor of the City of Philadelphia.

W. Wilson Goode
W. WILSON GOODE,
Mayor of the City of Philadelphia

SECTION S

PROVISIONS RELATING

TO

SECRETARIES AND OTHER OFFICE EMPLOYES

ONLY

(SEE ALSO BASIC PROVISIONS)

SEPTEMBER 1, 1985

TO

AUGUST 31, 1988

ARTICLE S-I

ARTICLE S-I RECOGNITION

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for those secretaries and other office employees in the classifications set forth in Appendix A attached hereto and made part hereof (all of whom are hereinafter referred to as employee or employees), pursuant to the Resolution of the Board dated January 8, 1968.

ARTICLE S-II DAY - YEAR

1a. The regular work day for 10 month employees shall be 6 1/4 hours, exclusive of lunch; for 12 month employees other than in the offices of the District Superintendents, the regular work day shall be 6 3/4 hours, exclusive of lunch; for 12 month employees in the offices of the District Superintendents the regular work day shall be 7 hours exclusive of lunch.

1b. In offices which are non air-conditioned or do not have properly functioning air conditioning the hours for beginning work and ending work, effective July 1 until September 1 shall be the number of consecutive hours between 9:00 a.m. and 3:00 p.m., broken by the usual lunch period.

1c. Secretaries shall be given a 15 minute break in the morning and afternoon.

2. The number of days free from work as holidays and their relationship to the days officially designated as holidays shall be determined for schools, the Administration Building, and other administrative offices, respectively, as they have been determined by past practice prior to September 1, 1968, for each of these three locations.

Since the Board contemplates transferring various administrative functions presently performed in the Administration Building to offices of the District Superintendents and other administrative offices in the districts, it is agreed that if the Board at any time asserts that the nature and the amount of functions so transferred and added to the continued performance at all District Offices and such other administrative offices during periods of holidays of any of the employees the Federation and the Board will in good faith attempt to determine whether such need actually exists and if it does, to agree upon what revisions, if any, shall be made with respect to the holidays of employees in such offices.

3a. Employees working on a twelve month schedule shall continue to be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

Length of Uninterrupted Service to July 1st	Vacation time
If appointed between January 1 and April 30	One week
Six months to four years	Two weeks
Four years to eight years	Three weeks
Eight years to fifteen years	Four weeks
Over fifteen years	Four weeks and Two days

3b. An employee may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as

ARTICLE S-II

requests for vacation.

ARTICLE S-III
DUTIES - ASSIGNMENTS - TRANSFER

1a. A Joint Committee of representatives of the Administration and of the Federation (hereinafter called the "Classification Committee") shall be established for the purpose of determining (a) what shall be the criteria for allocation of employees of various classifications to each type of work location, and (b) the job content and job classification of the employees and the position in the salary schedule of each job classification. The Classification Committee shall establish such joint sub-committees as it may deem needful to study, and make reports to the Classification Committee concerning, the various phases of the foregoing subjects to be studied by the Classification Committee. The Classification Committee shall render its report to the Administration and the Federation.

1b. In the event that any employee is receiving a salary higher than that which the employee should receive pursuant to the recommendations in the Classification Committee's report, the salary of such employee shall not be reduced.

1c. In those schools where only one secretary is employed and where the pupil enrollment exceeds 600, the salary of such secretary shall be increased by the same percentages as other salaries and the salary schedule shall be contained in the pay plan published by the School District.

2. In each institutional school there shall be available for inspection a statement defining the respective responsibilities of the custodial institution and the school.

3. All duties and emergency assignments within a school are to be shared among all employees on an equitable basis.

4a. The monthly report due date shall not be sooner than the seventh school day of the following month.

4b. No requisitions shall be due from school secretaries on the first day of the month; no supply and book requisitions shall be due from school secretaries during September or the portion of June encompassed in the regular school year.

4c. The Superintendent shall furnish to each school secretary at the beginning of each school year, a schedule of the dates (hereinafter called "due dates"), upon which requisitions and tests are periodically to be administered or completed. Changes in such schedule and additions thereto may be made upon 10 school days' notice prior to the due date. New forms, requisitions and tests, not listed in said schedule, may be required upon 10 school days' notice prior to the due date thereof, unless the government agency or private foundation requiring such forms, requisitions or tests has not requested them in sufficient time to make it possible to give the school secretaries such 10 school days' notice.

5a. A female employee shall not be required to remain in any office when no other employee is in that office or is not so located as to hear or see what is going on in the employee's office.

5b. Secretaries shall not be required to perform heavy lifting in the receiving and distribution of books and supplies.

5c. Secretaries shall not be required to act as nurses.

6a. Transfers shall be made in accordance with Administrative Bulletin 19.

6b. Under unusual circumstances an employee will be transferred at his request if he, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.

6c. Transfers between school and administrative positions shall be available

ARTICLE S-III

for Clerk Typists and Secretaries, except that a Grade III secretary who wishes to transfer from an administrative office to a Grade III secretary position in a school must have had two years secretarial experience in a school position.

6d. A listing of vacancies in secretarial positions will be published at reasonable intervals during the school year for posting in all schools and offices.

6e. If an employe has been administratively transferred during a school year, such employe shall be permitted to apply for a transfer for the beginning of the next school year.

6f. A secretary with more than five (5) years of seniority who volunteers to transfer shall be merged with the forced transfers when transfers are made.

ARTICLE S-IV

MEETINGS - CONSULTATION - ORIENTATION

1. Scheduled meetings on school time for employes shall be held only if a reasonable alternative cannot be found. In case it is necessary to hold a meeting on school time with employes, substitute service shall be provided as follows:

- 1) Length of meeting 2 to 3 hours - 1/2 day of substitute service.
- 2) Length of meeting more than 3 hours - 1 day of substitute service.

2. The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of employes is required.

3a. A training program established by the Board shall be available to the employes.

3b. New school secretaries and clerk typists shall be paid for required orientation courses when these courses are given outside of the school business hours.

4a. The responsibility for interpretation of new or changed bulletins or directives will be that of the initiating office. If such interpretation is not obtained, the Office of Personnel will make its services available to obtain the necessary information.

An administrative office that issues a directive or memorandum shall ensure that all employes to whom it is pertinent shall receive a copy.

4b. Correspondence originating from the Administration Building shall carry a file number.

5. The practical experience of employes in particular areas is to be utilized through their membership on broad-based committees in the planning, layout and equipping of all school facilities and in the determination of supplies to be included on lists distributed to the schools, of supplies that may be requisitioned.

ARTICLE S-V

EXAMINATIONS - APPOINTMENTS - DISCIPLINE

1a. Examinations shall be given in well lighted, quiet rooms under conditions similar for all applicants with equipment (typewriters) in good working order.

1b. Shorthand and typing tests shall, in promotional examinations, not be required of employes who have passed such tests within three years prior to the examination date.

Employes who have taken and passed the typing and shorthand examinations shall be issued a certificate of grade indicating the date of the test, type of examination passed, scores attained, and expiration date of certificate validity. A copy of this certificate will be placed in the employe's personnel file.

ARTICLE S-V

Employees who desire to improve their score can retake the examination with all other test applicants; whichever score is higher will be used in the final composite grade.

2. Where two employees objectively approximately equally meet the established criteria for a position or task within a school, seniority shall govern the appointment to that position.

3. Tenured and/or non-tenured employees shall not be subjected to discipline or discharge except for just cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

4. To be eligible to take a Secretary III examination for a school office position, a secretary must have had experience for two years in a school office.

ARTICLE S-VI SUPPLIES - FACILITIES - EQUIPMENT

1a. Regular requirement of materials, books, and supplies shall, subject to the approval of the principal, be requisitioned by an employee after consultation among all employees in a school for the purpose of more effectively using the monies allocated thereto.

1b. In order to facilitate the operation of the schools with respect to necessary supplies, the following procedures shall apply:

1b(i). Annual quantities of certain critical supply items, named School Opening Supplies, and bulk paper items shall be delivered to all schools prior to the school year opening. Requisitions for these supplies are to be completed in May.

The remainder of the supplies shall be delivered to the schools during the year on a monthly basis in group commodities appropriately labeled.

1b(ii). To accommodate unanticipated demands certain items shall be maintained in warehouse stock for emergencies and can be obtained by the submission of a pre-printed requisition form.

1b(iii). A Federation committee shall meet with representatives from the Division of Service Operations to discuss improvement in requisitioning listed and unlisted books, supplies and instructional aids.

1b(iv). During the school year 1970-71, a pilot project involving direct purchase capability at the school level was in operation. The procedures which were successful, shall be extended to the other districts in the school system.

1c. Employees are invited to recommend additions to the Materials and Supplies Listing and Book Listings.

1d. A Joint Committee of the Board and the Federation will recommend a procedure by which "class 500" furniture and equipment will be allotted.

1e. A designated employee in each school shall have authority to call for repairs directly to the service company when systemwide service contracts have been let therefor.

1f. The principal shall make available to all employees the instructions and procedures regarding emergency ordering.

2. Every employee shall be supplied with adequate and usable furniture and equipment appropriate to the tasks to be performed by the employee.

3. An employee shall be afforded lighting adequate for the purposes of his work.

4. A clothing locker and a separate desk or equivalent facilities are to be provided to each employee.

5. Where possible, 15 days' notice will be given for repairs to be made

ARTICLE S-VI

during the work day. Where alterations are planned, employees are to be notified when the contract is let and the contemplated date for start of the work and preliminary work will be performed without causing the contract to be performed out of the specified sequence to minimize adjustment problems.

ARTICLE S-VII SALARIES

1. As of the dates shown below, the salary of each employee shall be increased and each employee shall be paid in accordance with the following schedule:

SECRETARY - 10 MONTH

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$ 7,293	\$ 7,585			
2	7,895	8,211			
3	9,856	10,250	\$10,250	\$10,865	\$11,517
4	10,560	10,982	10,982	11,641	12,340
5	11,199	11,647	11,647	12,346	13,087
6	12,753	13,263	13,263	14,059	14,902
7	13,713	14,262	14,262	15,117	16,024
8	16,549	17,211	17,211	18,244	19,338

SECRETARY - 12 MONTH

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$ 9,291	\$ 9,663			
2	10,071	10,474			
3	12,590	13,094	\$13,094	\$13,879	\$14,712
4	13,505	14,045	14,045	14,888	15,781
5	14,337	14,910	14,910	15,805	16,753
6	16,336	16,989	16,989	18,009	19,089
7	17,588	18,292	18,292	19,389	20,552
8	21,046	21,888	21,888	23,201	24,593

SECRETARY III - 10 MONTH

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$10,131	\$10,536	\$12,157	\$12,886	\$13,660
2	10,634	11,059	12,731	13,495	14,305
3	12,907	13,423	13,423	14,228	15,082
4	13,779	14,330	14,350	15,190	16,101
5	14,576	15,159	15,159	16,069	17,033
6	18,036	18,757	18,757	19,882	21,075

SECRETARY III - 12 MONTH

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$13,001	\$13,521	\$15,600	\$16,536	\$17,528

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2	13,716	14,265	16,421	17,406	18,451
3	16,578	17,241	17,241	18,276	19,372
4	17,702	18,410	18,410	19,515	20,686
5	18,731	19,480	19,480	20,649	21,888
6	22,999	23,919	23,919	25,354	26,875

PAY GRADE 8 - MESSENGER, JR. CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,494	\$ 8,834	\$ 9,364	\$ 9,926
2	8,819	9,172	9,722	10,305
3	10,602	11,026	11,688	12,389
4	11,214	11,663	12,362	13,104
5	11,763	12,234	12,968	13,746
6	15,340	15,954	16,911	17,925

PAY GRADE 10 - JR. TELEPHONE OPERATOR

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,855	\$ 9,209	\$ 9,762	\$10,347
2	9,374	9,749	10,334	10,954
3	11,295	11,747	12,452	13,199
4	11,973	12,452	13,199	13,991
5	12,586	13,089	13,875	14,707
6	16,254	16,904	17,918	18,994

PAY GRADE 11 - MAIL CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,294	\$ 9,666	\$10,246	\$10,860
2	9,668	10,055	10,658	11,297
3	11,643	12,109	12,835	13,605
4	12,330	12,823	13,593	14,408
5	12,950	13,468	14,276	15,133
6	16,634	17,299	18,337	19,438

PAY GRADE 12 - SENIOR TELEPHONE OPERATOR

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,585	\$ 9,968	\$10,567	\$11,200
2	9,962	10,360	10,982	11,641
3	11,983	12,462	13,210	14,003
4	12,681	13,188	13,980	14,818
5	13,308	13,840	14,671	15,551
6	17,009	17,689	18,751	19,876

PAY GRADE 13 - CLERK

Step	9/1/85	10/15/85	3/1/87	3/1/88
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1	\$ 9,928	\$10,325	\$10,945	\$11,601
2	10,356	10,770	11,416	12,101
3	12,504	13,004	13,784	14,611
4	13,273	13,804	14,632	15,510
5	13,974	14,533	15,405	16,329
6	17,768	18,479	19,587	20,763

PAY GRADE 14 - ACCOUNTING CLERK,
KEYPUNCH OPERATOR

Step	9/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,291	\$ 9,663	\$10,242	\$10,857
2	10,071	10,474	11,102	11,768
3	12,590	13,094	13,879	14,712
4	13,505	14,045	14,888	15,781
5	14,377	14,910	15,805	16,753
6	16,336	16,989	18,009	19,089
7	17,588	18,292	19,389	20,552
8	21,046	21,888	23,201	24,593

PAY GRADE 15 - INTERMEDIATE CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$10,659	\$11,085	\$11,750	\$12,456
2	11,093	11,537	12,229	12,963
3	13,366	13,901	14,735	15,619
4	14,159	14,725	15,609	16,545
5	14,876	15,471	16,399	17,383
6	18,713	19,462	20,630	21,867

PAY GRADE 17 - SUPERVISING MAIL CLERK, PERSONNEL CLERK,
DATA CONTROL CLERK, PAYROLL CLERK, PURCHASE CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,341	\$11,795	\$12,502	\$13,252
2	11,880	12,355	13,097	13,882
3	14,396	14,972	15,870	16,822
4	15,338	15,952	16,909	17,923
5	16,200	16,848	17,859	18,930
6	20,224	21,033	22,295	23,633

PAY GRADE 18 - SENIOR PAYROLL CLERK, MACHINE ACCOUNTING CLERK,
SENIOR CLERK, EXPEDITOR I

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,537	\$11,998	\$12,718	\$13,481
2	12,165	12,652	13,411	14,215
3	14,833	15,426	16,352	17,333
4	15,896	16,532	17,524	18,575

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5	16,879	17,554	18,607	19,724
6	21,045	21,887	23,200	24,592

**PAY GRADE 19 - MACHINE ACCOUNTING SPECIALIST,
BOOKKEEPER, SENIOR PURCHASE CLERK**

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,831	\$12,304	\$13,042	\$13,825
2	12,461	12,959	13,737	14,561
3	15,180	15,787	16,734	17,738
4	16,252	16,902	17,916	18,991
5	17,243	17,933	19,009	20,149
6	21,425	22,282	23,619	25,036

**PAY GRADE 20 - PRINCIPAL CLERK, CASHIER, SENIOR
PERSONNEL CLERK, COMPUTER OPERATOR I,
STATISTICAL CLERK**

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$12,511	\$13,011	\$13,792	\$14,620
2	13,148	13,674	14,494	15,364
3	15,984	16,623	17,621	18,678
4	17,077	17,760	18,826	19,955
5	18,086	18,809	19,938	21,134
6	22,307	23,199	24,591	26,067

PAY GRADE 22 - PRINCIPAL PAYROLL CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$13,644	\$14,190	\$15,041	\$15,944
2	14,348	14,922	15,817	16,766
3	17,453	18,151	19,240	20,395
4	18,657	19,403	20,567	21,802
5	19,770	20,561	21,794	23,102
6	24,143	25,109	16,615	28,212

PAY GRADE 23 - COMPUTER OPERATOR II

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$14,227	\$14,796	\$15,684	\$16,625
2	14,976	15,575	16,510	17,500
3	18,234	18,963	20,101	21,307
4	19,510	20,290	21,508	22,798
5	20,687	21,514	22,805	24,174
6	25,153	26,159	27,729	29,392

2. Long term substitutes shall be paid at the first step of the appropriate classification, except that effective February 1, 1977, a long term substitute secretary who has completed one year of service shall be paid at the second step of the 10 or 12-month schedule.

ARTICLE S-VII

3. In implementing the foregoing schedules, each employee shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to October 15, 1985 and shall, in addition, on attaining an increment date on or subsequent to October 15, 1985 be placed on the next succeeding step.

4. Employees whose salaries are red-circled, i.e., who receive a salary which is higher than the scheduled maximum for their classification as of June 30, 1985, shall have his annual salary increased four percent (4%) as of October 15, 1985. Such employee shall remain at such increased salary until August 31, 1988 except that where such increased salary is below the maximum of the salary schedule for his classification, such employee shall receive an increase which will place him at the maximum of the appropriate schedule for his classification.

5. Summer school rates of pay for employees in the appropriate classification shall be as follows:

SECRETARY

Summer 1985	Summer 1986	Summer 1987	Summer 1988
\$11.45	\$11.91	\$12.62	\$13.38

SENIOR SECRETARY

Summer 1985	Summer 1986	Summer 1987	Summer 1988
\$12.78	\$13.29	\$14.09	\$14.93

6. As of the dates shown below, the salary per hour of every evening and extension school employee shall be increased and each employee shall be paid in accordance with the following schedule:

SECRETARY

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9.59	\$ 9.97	\$10.57	\$11.21
2	10.37	10.78	11.43	12.12
3	11.49	11.95	12.67	13.43
4	12.56	13.06	13.85	14.68
5	13.91	14.47	15.33	16.25

SENIOR SECRETARY

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11.85	\$12.32	\$13.06	\$13.85
2	12.43	12.93	14.70	14.53
3	13.31	13.84	14.67	15.55
4	14.11	14.67	15.55	16.49
5	15.24	15.85	16.80	17.81

ARTICLE S-VII

ADMINISTRATIVE SECRETARY
STANDARD EVENING HIGH SCHOOL

3/1/85	10/15/85	3/1/87	3/1/88
\$16.25	\$16.90	\$17.91	\$18.99

7. The following shall govern the calculation of compensation for overtime approved by the Superintendent or such persons as he may designate:

7a. An employee's regular hourly rate for the purpose of calculating overtime shall be his bi-weekly pay divided (i) by 62 1/2 for 10 month employees and (ii) by 67 1/2 for 12 month employees other than those in the offices of the District Superintendents and (iii) by 70 for 12 month employees in the offices of the District Superintendents.

7b. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his straight time rate up to a total of 40 hours worked in a week and at the rate of time and one-half for all time worked in excess of 40 hours per week.

7c. Each holiday as designated in accordance with the provisions of Articlek S-II, Section 2 of this Agreement shall be considered as a number of hours of work equal to 1/10 of the divisor listed in Sub-section a of this Section 7 for each type of employee.

7d. Each day of authorized absence because of sickness shall be considered as the appropriate number of hours of work for each type of employee as indicated in Sub-section c of this Section 7. A Joint Committee of the Board and the Federation shall promptly examine the experience with this Sub-section d to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the Joint Committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted.

7e. During other than their regular hours of work, employees shall not be required to perform any work in other than premises owned or operated by the Board.

8. A former Philadelphia Public School employee who returns to service within a period of four (4) years shall be placed on the appropriate salary schedule at the same level with an employee in service with equal experience.

9. Any in-service course satisfactorily completed by a long term substitute shall be credited to his record on the same basis as if he were a regular employee.

10. A school secretary who enters the service of the School District of Philadelphia and has approved experience as a school secretary outside of the School District of Philadelphia shall for each year of such experience receive a year of credit on the applicable salary schedule, such credit not to exceed two (2) years.

11. A former employee in the School District of Philadelphia who returns to service after a period of more than four (4) years shall be given salary credit for his prior service on a year for year basis up to a maximum of three (3) years.

12. An employee who has been promoted shall suffer no loss of pay as a result of such promotion.

ARTICLE S-VIII
SENIORITY

ARTICLE S-VIII

1. Wherever, in this agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed employe in the present school except that length of service as an appointed employe in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board.

1a(ii). If he has transferred by his application into a school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the employe was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

1e. For purposes of seniority the positions of counselor aide, clerk typist, and successor positions shall be considered the same classification and service in either position shall be added together.

2a. No period of service as a long term substitute or provisional employe shall be included in the calculation of a professional employe's school seniority or systemwide seniority.

2b. No period of service as a long term substitute shall be included in the calculation of an employe's school seniority or systemwide seniority.

3. A seniority list of all employes in a school shall be in that school and kept current during the school year. The list shall be available to all employes. School system seniority shall be compiled as soon as possible.

4. The Office of Personnel shall make available to any employe his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

5. A lay-off of up to one year shall not be considered a break in service.

6. Any employe who is laid off up to one year shall have all time in lay-off status counted as service time for seniority purposes.

ARTICLE S-IX SCHOOL EXTENSION PROGRAMS AND EVENING SCHOOLS

1. An evening school employe who takes a Sabbatical Leave from day school will be given leave from evening school and will be guaranteed return to the same position in the same school.

2. All present evening school employes and newly appointed evening school employes shall receive year for year salary credit for substitute service in evening school. A year of substitute service shall be considered as earned when the substitute has completed 75% of the number of hours worked by the average evening school employe. These hours are cumulative and need not have been earned in a single school year.

3. Except during Christmas and Easter holiday periods, evening school

ARTICLE S-IX

employees will be paid for all holidays which fall on a day when they normally work and when the day school is closed, to a maximum of three (3) days in each school year.

4. Evening school employees will be given, for each period beginning September 1 and ending August 31, up to a maximum of two (2) days sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) day of accrued sick leave. Such sick leave shall be cumulative without limit; however, a maximum of only 10 days of accumulated sick leave may be used in any one year.

An evening school employee shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia. Such pay shall be at the rate applicable when the employee last served in evening school.

5. All materials and equipment located in the day school in which an evening school is held shall be available to the employee in such evening school.

6. Faculty meetings for in-service education purposes when held, shall be at times mutually agreeable to the faculty and the principal. Employees shall be paid for this time if they are invited to attend.

7. A substitute whose performance is satisfactory shall be permitted to continue filling the post of the employee for whom he is substituting during that employee's continuing absence.

8a. When it is expected that a regularly appointed evening school employee will be absent for one-half or more of the term, his replacement shall be selected in the following order:

8a(i). from the top of the preference list for positions of that type;

8a(ii). from the top of the list of transfer requests for positions of that type;

8a(iii). from the top of the eligibility list for positions of that type.

8b. A substitute employee who is assigned to a position in the evening school program which is likely to be available for 3 months or more or in which he actually serves 3 months or more shall be granted, during such period of service, the same holiday pay and sick leave benefits as an employee regularly appointed to the evening school program.

9. If the inclement weather circumstances which cause closing of school during the day persist into the evening, the evening classes will not be held and the evening school employees shall be paid for that evening.

If, because of inclement weather evening classes are not held, the evening school employees shall be paid for that evening.

10. An employee may take an unpaid leave of absence from evening school once in every 5 years without loss of position or accrued seniority or other benefits.

11. Evening School employees shall be paid bi-weekly.

12. Present transfer practices for employees in evening school and school extension programs shall continue as heretofore.

13a. For evening school purposes school seniority shall be measured by the length of service in the evening classes of the given school.

13b. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining employees in the given evening school position.

14. Employees in the day schools of the Philadelphia School District whose names appear on the appropriate eligibility list for evening schools shall be appointed to evening school vacancies before other persons are appointed to evening school vacancies to which such lists apply.

15. The dismissal or termination of the services of an evening school

ARTICLE S-IX

employee who has completed two years of satisfactory service as such shall in all respects be subject to the provisions of Sections 1122 and 1123 and 1126 through 1132 of the Pennsylvania School Code.

16. Registration night assignments within a school shall be equitably distributed among employees working in such evening school.

ARTICLE S-X LONG TERM SUBSTITUTES

1a. A long term substitute shall not be displaced from a particular assignment except for cause as defined in Section 514 of the School Code, or because of the return of the employee for whom he is substituting, or because of the position being filled by the appointment of a regular employee. In either of the latter two cases, the long term substitute shall be given preference in assignment to other vacant long term posts.

1b. If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

2a. Long term substitutes shall be eligible for all insurance plans.

2b. Beginning on September 1, 1968, an employee serving in a position in which, under this Article, he is a long term substitute and is assigned as such, shall be granted, from the date on which he is so assigned, all leave provisions, except sabbatical leave, granted to regularly appointed employees.

3. When a long term substitute is to be replaced by an appointed employee, the long term substitute with the least service in the school and in the classification for which the replacement is being made will be released first, and so on in that order.

ARTICLE S-XI SUMMER SCHOOLS

1. The Summer School Planning Committee shall discuss the working conditions of employees in the summer programs.

2. Summer schools shall be staffed in the following manner:

2a(i). Satisfactory employees who have summer school seniority shall be appointed to summer school positions in the order of their seniority if they desire the position and if the position exists.

2a(ii). Summer school seniority shall be the number of summers of appointed service.

2b. When any list of employees in 2a(i) above is exhausted, vacancies shall be filled by examination for the position to which such list pertains. Such examinations shall be given no later than February of each year.

2c. Notification of appointment to summer school shall be made two weeks following the issuance of the third report for at least 90% of the number of employees estimated to be needed for the program.

2d. Employees will be provided a choice of schools and, where

ARTICLE S-XI

administratively possible, that choice will be honored in making assignments.

2e. Seniority in summer school shall govern when it becomes necessary to reduce positions. Where such summer school seniority is equal, then systemwide seniority shall apply. Also where applicable, Article S-VIII, Section 1(c) and 1(d) shall apply.

2f. A summary of the number of positions by school level and, where applicable, by classification, for which appointments are made under subsection c above shall be posted in each school promptly after notification of such appointments.

2g. The list of employees appointed to summer school by classification and home schools shall be published by posting in the summer schools at least two weeks after summer school has started.

3. Additional appointments to summer school shall be made as needed during the summer school sessions in accordance with subsection 2b of this Article. If a list is exhausted, then employees eligible for that classification and on another current summer school list (though not appointed from it) shall be given the opportunity to fill the position as a temporary appointee. If the name of such temporary appointee is reached on the eligibility list for a regular appointment, he shall continue in the temporary position for the duration of the summer session. However, his seniority for summer school purposes shall begin from the date his name was reached on such eligibility list.

4. Hours for summer school employees shall be as follows:

4a. Senior High Schools, 8:15 a.m. to 12:30 p.m.; two days from 8:15 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 148 hours.

4b. Junior High and Elementary Schools, 8:30 a.m. to 12:00 noon; three days 8:30 a.m. to 3:00 p.m., with one unpaid hour for lunch; total of 90 hours.

4c. The Fourth of July will be an unpaid holiday.

5. A summer school employee may take an unpaid leave of absence for up to two summers if he is on sabbatical leave from regular school. An employee taking such leave of absence shall retain his position and continue to accrue seniority and all other benefits as though he were working.

6. A summer school employee shall be permitted, during the summer session, to use sick leave accumulated during the regular school year.

7. A summer school employee shall be permitted the same funeral leave as during the regular school year.

8. A summer school employee shall be permitted to use accumulated personal leave from regular school for the same reasons provided in Article B-IX, Section 9 of this Agreement.

ARTICLE S-XII WELFARE BENEFITS

1. To fund a career development program for employees interested in educational or educational support fields, a sum of \$83,000 per school year shall be allocated each year through August 31 of the following year.

2. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide for classes at places and times convenient for employees.

3. The remainder of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

4. Participation in the program shall be voluntary.

ARTICLE S-XII

5. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in this Article.

6. Nine hundred and twenty employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

7. In the event that more than 920 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

8. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 9 below shall determine the method of applying such funds to advance the purposes of the program.

9. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

9a. to develop the procedures for application and selection of participants.

9b. to study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program.

9c. to conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

APPENDIX "A"

APPENDIX "A"

Bookkeeper	Data Control Clerk
Cashier	Expeditor I
Clerk	Keypunch Operator I
Clerk, Accounting	Keypunch Operator II
Clerk, Accounting, Junior	Machine Accounting Clerk
Clerk, Accounting, Senior	Machine Accounting Specialist
Clerk, Intermediate	Mail Clerk
Clerk, Junior	Mail Clerk, Supervising
Clerk, Payroll	Messenger
Clerk, Payroll, Principal	Receptionist Clerk
Clerk, Payroll, Senior	Secretary - 10 Months
Clerk, Personnel	Secretary - 12 Months
Clerk, Personnel, Senior	Secretary III - 10 Months
Clerk, Principal	Secretary III - 12 Months
Clerk, Purchase	Statistical Clerk
Clerk, Purchase, Senior	Telephone Operator, Junior
Clerk, Senior	Telephone Operator, Senior
Computer Operator I	
Computer Operator II	

Excluding all employes in the office of the Superintendent, the office of the Executive Deputy Superintendent, the Legal Department and the Labor Relations Office and offices of the Members of the Board of Education.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed the 31st day of August, 1985.

The Board of Education

The School District of Philadelphia

By Herman Mattleman
HERMAN MATTEMAN, President

By Constance E. Clayton
CONSTANCE E. CLAYTON, Superintendent of Schools

Philadelphia Federation of Teachers

By Marvin E. Schuman
MARVIN E. SCHUMAN, President

Attest Dorothy Priscock
DOROTHY PRISCOCK, General Vice President

Theodore Kirsch
THEODORE KIRSCH, Vice President, Senior & Technical High Schools

Jack Steiner
JACK STEINBERG, Treasurer

Linda Andrews
LINDA ANDREWS, Secretary Representative

The terms of the Agreement have the endorsement of the Mayor of the City of Philadelphia.

W. Wilson Goode
W. WILSON GOODE,
Mayor of the City of Philadelphia

SECTION P

PROVISIONS RELATING
TO
PARAPROFESSIONALS
ONLY

(SEE ALSO BASIC PROVISIONS)

September 1, 1985
to
August 31, 1988

ARTICLE P-I

ARTICLE P-I RECOGNITION

The Board of Education (hereinafter referred to as the "Board") recognizes the Philadelphia Federation of Teachers, Local 3, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Federation") as the sole and exclusive bargaining representative for paraprofessional employees (all of whom are hereinafter referred to as employee or employees), pursuant to the Resolution of the Board dated August 7, 1970. A list of classifications is set forth in Appendix A, attached hereto, and made a part hereof.

ARTICLE P-II DAY - YEAR

1. Hours for all paraprofessionals except school-community coordinators, attendance assistants, driver education aides, youth-work counselors, health assistants, and medical assistants, shall be 6-1/4 hours (8:30 a.m. to 3:45 p.m. with one hour for lunch, subject to modification in meeting unique needs as long as there is no increase in the total hours of work).

Hours for the school-community coordinators shall be 6-3/4 with compensatory time during the same week for required evening or after regular working hours duties.

Hours for the above-mentioned paraprofessionals are as follows:

Medical Assistants	6-3/4 hours per day
Driver Education Aides	7-1/4 hours per day
Attendance Aides	6-1/4 hours per day
Health Assistants	8 hours per day
Youth Work Counselors	7 hours per day

For 10 month employees, the school year shall contain 190 work days.

2a. Employees working on a twelve month schedule shall continue to be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

Length of Uninterrupted Service to July 1st	Vacation Time
If appointed between January 1 and April 30	One week
Six months to four years	Two weeks
Four years to eight years	Three weeks
Eight years to fifteen years	Four weeks
Over fifteen years	Four weeks and Two days

2b. An employee may take one week of unpaid time per year in addition to his or her vacation. Requests for such time shall be submitted in the same manner as requests for vacation.

3a. If employees are required to work beyond their regular school day, they shall be compensated at straight time until 40 hours and time and a half after 40 hours in accordance with the provisions of Article P-VI, Section 3 of this Agreement.

3b. Employees may be required to attend the same evening meetings as teachers.

4. Where administratively possible, each employee shall be released from his classroom for 15 minutes during any continuous three-hour period of assigned responsibility.

ARTICLE P-II

5. Employees assigned to special classes who are required to remain with their class during lunch shall, where administratively possible, receive an equivalent amount of time off during the day.

ARTICLE P-III DUTIES - ASSIGNMENT - TRANSFER - DISCIPLINE

1. All duties and emergency assignments within a school are to be shared among all employees, except kindergarten aides, on an equitable basis.

2. No employee shall be required to perform duty on street corners which are not on the sidewalk immediately adjacent to school buildings. Duty on street corners may be required of an employee only if the need for such duty exists and police officers, crossing guards or non-teaching assistants are not available for such duty, and such duty in the past has been traditionally performed by employees in that school.

3a. No employee shall be required to perform personal errands and tasks for other members of the staff.

3b. Employees shall not be required to take the place of a secretary in the performance of the secretary's regular duties.

4. A female employee shall not be required to remain in any work location when no other employee is not so located as to hear or see what is going on in the female employee's location.

5. Tentative duty rosters for employees in a school shall be prepared and posted in such school. Notification of his proposed assignment for the following school year shall be given to each employee at as early a date as possible, but, in any event, no later than May 25, if possible.

6. Transfers shall be made in accordance with the applicable provision of Article S-III, Section 6 of the Agreement between the Board of Education and the Philadelphia Federation of Teachers covering secretaries and other office employees.

7. Under unusual circumstances, an employee will be transferred at his request if he, the Board and the Federation agree, notwithstanding any seemingly contrary provisions contained in this Agreement.

8. Subject to Federal Program guidelines, a paraprofessional who is in service shall be eligible for a summer position in his present job classification in seniority order and for other professional summer positions if he meets the posted requirements of such a position.

9a. The adjustment of behavioral problems is the responsibility of employees as well as of teachers and administrators. Employees shall have immediate recourse to the teachers or administrator to whom they report and shall be given effective and consistent support by such teacher or administrator who shall promptly take appropriate action in each case.

9b. If a child exhibits anti-social behavior, such essential information shall be recorded in the pupil pocket and maintained for a period of eighteen months if the pupil has not exhibited similar and/or related behavior.

10. When a position in evening school is being dropped, a systemwide evening school seniority applicable to the given evening school will be the criterion for retaining employees in the given evening school position.

11. An employee shall not be subjected to discipline or discharge except for good and substantial cause and in such cases the employee affected shall have the option of electing to proceed under the provisions of the Pennsylvania Public School Code or, in the alternative, under the grievance and arbitration provisions of this Agreement.

ARTICLE P-IV

ARTICLE P-IV MEETINGS - CONSULTATION

1. An employee who is required to attend a faculty meeting that extends beyond his work day as defined in Section 1 of Article P-II, shall be paid in accordance with the provisions of Article P-VI, Section 3.

2a. Library and Instructional Materials Assistants designated by the Federation shall be invited to attend the planning meetings concerning instructional materials centers.

2b. All meetings of Library and Instructional Materials Assistants shall be held during the school day.

3. The joint committee of Librarians and administration referred to in Article T-XXVI, Section 7 of the Agreement between the Board of Education and the Federation covering Teachers shall include Library and Instructional Materials Assistants.

4. Paraprofessionals may attend special district curriculum meetings when subjects involving the work of paraprofessionals are on the agenda. In the case of meetings where this does not occur, the Board may schedule special district meetings for paraprofessionals which they shall attend.

5. The Building Representative shall have available for inspection at the Administration Building or wherever it is on file the contract between the Federal model and the Board of Education.

ARTICLE P-V SUPPORTIVE SERVICES - FACILITIES - SUPPLIES - EQUIPMENT

1. There shall be a library and librarian or library assistant or other employee of similar classification in every school with 1000 or more pupils.

2. As rapidly as funds permit and personnel is obtainable, each school with a library shall be provided with a library assistant or other employee of similar classification.

3. As soon as possible, all books for all libraries shall either be purchased in already processed form or shall be centrally catalogued.

4. The extension of psychological testing, counseling, and attendance services to kindergartens is desirable. The Board will make every effort to plan a program for providing these services.

5. The Board shall afford reasonable protection for the safety and welfare of the students and employees engaging in extra-curricular activities that take place out of school buildings.

6. Each employee shall have a locker and a mailbox, and where the nature of the work requires, the employee should be provided with a desk with a lock.

7. The Associate Superintendent of School Facilities will be consulted to insure that a sink and toilet in each class for retarded trainables will be provided in new schools and on the practicability of and a schedule for providing these in existing classes.

8. Each employee shall be provided with the appropriate supplies and materials required for the performance of his assigned tasks and duties.

9. Where an employee is responsible for an activity in a school for which supplies and materials are ordered or requisitioned directly by the principal, such employee shall be consulted by the principal prior to such ordering or

ARTICLE P-V

requisitioning.

10. Library books may be ordered at any time.

11. LIMAs shall receive a \$25 supply allotment from the library budget allotment each year.

ARTICLE P-VI
SALARIES

1. As of the dates shown below, the salary of each employee shall be increased and the employee shall be paid in accordance with the following schedule:

PAY GRADE 502 (10 MONTH)
TEACHER AIDE, KINDERGARTEN AIDE, CLASSROOM AIDE,
ATTENDANCE ASSISTANT I, INSTRUCTIONAL AIDE I,
(COMPLETION OF 11TH GRADE)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 6,126	\$ 6,371	\$ 6,753	\$ 7,159
2	6,365	6,620	7,017	7,438
3	7,656	7,962	8,440	8,946
4	8,102	8,426	8,932	9,468
5	8,498	8,838	9,368	9,930
6	12,567	13,070	13,854	14,685

PAY GRADE 505 (10 MONTH)
MENTAL HEALTH ASSISTANT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 7,043	\$ 7,325	\$ 7,764	\$ 8,230
2	7,311	7,603	8,060	8,543
3	8,785	9,136	9,685	10,266
4	9,288	9,660	10,239	10,853
5	9,735	10,124	10,732	11,376
6	13,888	14,444	15,310	16,229

PAY GRADE 506 (10 MONTH)
INSTRUCTIONAL AIDE I (UP TO 29 CREDITS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 7,437	\$ 7,734	\$ 8,199	\$ 8,690
2	7,725	8,034	8,516	9,027
3	9,290	9,662	10,241	10,856
4	9,826	10,219	10,832	11,482
5	10,310	10,722	11,366	12,048
6	14,510	15,090	15,996	16,956

ARTICLE P-VI

PAY GRADE 507 (10 MONTH)
LABORATORY ASSISTANT I

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 7,661	\$ 7,967	\$ 8,445	\$ 8,952
2	7,952	8,270	8,766	9,292
3	9,553	9,935	10,531	11,163
4	10,099	10,503	11,133	11,801
5	10,585	11,008	11,669	12,369
6	14,801	15,393	16,317	17,296

PAY GRADE 509 (10 MONTH)
SCHOOL STOCK CLERK, ATTENDANCE ASSISTANT II,
INSTRUCTIONAL AIDE II (30 to 59 CREDITS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,131	\$ 8,456	\$ 8,964	\$ 9,501
2	8,447	8,785	9,312	9,871
3	10,156	10,562	11,196	11,868
4	10,743	11,173	11,843	12,554
5	11,269	11,720	12,423	13,168
6	15,541	16,163	17,132	18,160

PAY GRADE 510 (10 MONTH)
SCHOOL ATTENDANCE AIDE

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,371	\$ 8,706	\$ 9,228	\$ 9,782
2	8,725	9,074	9,618	10,196
3	10,524	10,945	11,602	12,298
4	11,163	11,610	12,306	13,044
5	11,743	12,213	12,945	13,722
6	16,081	16,724	17,728	18,791

PAY GRADE 512 (10 MONTH)
INSTRUCTIONAL MATERIALS ASSISTANT, LIBRARY ASSISTANT,
TELEVISION MATERIALS ASSISTANT,
LABORATORY ASSISTANT II

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,932	\$ 9,289	\$ 9,847	\$10,437
2	9,290	9,662	10,241	10,856
3	11,183	11,630	12,328	13,068

ARTICLE P-VI

4	11,843	12,317	13,056	13,839
5	12,434	12,931	13,707	14,530
6	16,806	17,478	18,527	19,639

PAY GRADE 513 (10 MONTH)
SCHOOL COMMUNITY COORDINATOR

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,262	\$ 9,632	\$10,210	\$10,823
2	9,668	10,055	10,658	11,297
3	11,683	12,150	12,879	13,652
4	12,412	12,908	13,683	14,504
5	13,077	13,600	14,416	15,281
6	17,535	18,236	19,331	20,490

PAY GRADE 514 (10 MONTH)
COUNSELOR ASSISTANT (SPANISH SPEAKING),
CAREER DEVELOPMENT ASSISTANT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,633	\$10,018	\$10,619	\$11,257
2	10,045	10,447	11,074	11,738
3	12,122	12,607	13,363	14,165
4	12,864	13,379	14,181	15,032
5	13,536	14,077	14,922	15,817
6	18,018	18,739	19,863	21,055

PAY GRADE 526 (10 MONTH)
SIGN LANGUAGE INTERPRETER

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$15,203	\$15,811	\$16,760	\$17,765
2	15,991	16,630	17,628	18,686
3	19,455	20,233	21,447	22,734
4	20,802	21,634	22,932	24,308
5	22,044	22,926	24,301	25,759
6	27,339	28,433	30,139	31,947

PAY GRADE 82 (10 MONTH)
COUNSELOR AIDE

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 7,293	\$ 7,585	\$ 8,040	\$ 8,522
2	7,895	8,211	8,703	9,226
3	9,856	10,250	10,865	11,517
4	10,560	10,982	11,641	12,340
5	11,199	11,647	12,346	13,087
6	12,753	13,263	14,059	14,902

ARTICLE P-VI

7	13,713	14,262	15,117	16,024
8	16,549	17,211	18,244	19,338

PAY GRADE 167 (10 MONTH)
CULTURAL EVENTS ORGANIZER (2 DAYS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 7,410	\$ 7,706	\$ 8,169	\$ 8,659

PAY GRADE 181 (10 MONTH)
CULTURAL EVENTS ORGANIZER (3 DAYS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,113	\$11,558	\$12,251	\$12,986

PAY GRADE 183 (10 MONTH)
CULTURAL EVENTS ORGANIZER (4 DAYS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$14,819	\$15,412	\$16,336	\$17,317

PAY GRADE 184 (10 MONTH)
CULTURAL EVENTS ORGANIZER (5 DAYS)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$18,500	\$19,240	\$20,394	\$21,618

PAY GRADE 256 (10 MONTH)
INSTRUCTIONAL AIDE III (60-89 CREDITS),
ASSISTANT TEACHER (2 YEARS COLLEGE),
ATTENDANCE ASSISTANT III

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,872	\$ 9,227	\$ 9,780	\$10,367
2	9,391	9,767	10,353	10,974
3	11,494	11,954	12,671	13,431
4	12,098	12,582	13,337	14,137
5	12,889	13,405	14,209	15,061
6	14,455	15,033	15,935	16,891
7	18,334	19,067	20,211	21,424

PAY GRADE 257 (10 MONTH)
INSTRUCTIONAL AIDE III (90 CREDITS OR OVER),
ASSISTANT TEACHER (3 YEARS COLLEGE)

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,313	\$ 9,686	\$10,267	\$10,883
2	9,835	10,228	10,842	11,493

ARTICLE P-VI

3	12,012	12,492	13,242	14,037
4	12,620	13,125	13,912	14,747
5	13,423	13,960	14,798	15,685
6	15,031	15,632	16,570	17,564
7	19,094	19,858	21,049	22,312

PAY GRADE 49 (12 MONTH)
HEALTH ASSISTANT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 8,749	\$ 9,099	\$ 9,645	\$10,224
2	9,078	9,441	10,008	10,608
3	10,904	11,340	12,021	12,742
4	11,524	11,985	12,704	13,466
5	12,078	12,561	13,315	14,114
6	17,078	17,761	18,827	19,956

PAY GRADE 50 (12 MONTH)
CLASSROOM AIDE

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,002	\$ 9,362	\$ 9,924	\$10,519
2	9,374	9,749	10,334	10,954
3	11,295	11,747	12,452	13,199
4	11,973	12,452	13,199	13,991
5	12,586	13,089	13,875	14,707
6	17,662	18,368	19,471	20,639

PAY GRADE 51 (12 MONTH)
JUNIOR AUDIO VISUAL CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,294	\$ 9,666	\$10,246	\$10,860
2	9,668	10,055	10,658	11,297
3	11,643	12,109	12,835	13,605
4	12,330	12,823	13,593	14,408
5	12,950	13,468	14,276	15,133
6	18,041	18,763	19,888	21,082

PAY GRADE 53 (12 MONTH)
SCHOOL STOCK CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,928	\$10,325	\$10,945	\$11,601

ARTICLE P-VI

2	10,356	10,770	11,416	12,101
3	12,504	13,004	13,784	14,611
4	13,273	13,804	14,632	15,510
5	13,974	14,533	15,405	16,329
6	19,173	19,940	21,136	22,404

PAY GRADE 55 (12 MONTH)
LIBRARY ASSISTANT, INTERGROUP AIDE (SPANISH SPEAKING),
INSTRUCTIONAL MATERIALS ASSISTANT,
AUDIO VISUAL CLERK

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$10,659	\$11,085	\$11,750	\$12,456
2	11,094	11,538	12,230	12,964
3	13,366	13,901	14,735	15,619
4	14,161	14,727	15,611	16,548
5	14,876	15,471	16,399	17,383
6	20,121	20,926	22,181	23,512

PAY GRADE 56 (12 MONTH)
MUSIC MATERIALS ASSISTANT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$10,952	\$11,390	\$12,073	\$12,798
2	11,435	11,892	12,606	13,362
3	13,817	14,370	15,232	16,146
4	14,681	15,268	16,184	17,155
5	15,464	16,083	17,048	18,070
6	20,792	21,624	22,921	24,296

PAY GRADE 57 (12 MONTH)
INFANT CARE LEADER, CAREER DEVELOPMENT ASSISTANT

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,341	\$11,795	\$12,502	\$ 13,252
2	11,878	12,353	13,094	13,880
3	14,396	14,972	15,870	16,822
4	15,338	15,952	16,909	17,923
5	16,200	16,848	17,859	18,930
6	21,629	22,494	23,844	25,274

PAY GRADE 59 (12 MONTH)
MEDICAL TECHNICIAN

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$11,831	\$12,304	\$13,042	\$13,825
2	12,461	12,959	13,737	14,561
3	15,180	15,787	16,734	17,738
4	16,252	16,902	17,916	18,991
5	17,241	17,931	19,006	20,147

6	22,830	23,743	25,168	26,678
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PAY GRADE 409 (10 MONTH)
YOUTH WORK COUNSELOR

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$12,633	\$13,138	\$13,927	\$14,762
2	13,494	14,034	14,876	15,768
3	16,980	17,659	18,719	19,842
4	18,022	18,743	19,867	21,059
5	18,949	19,707	20,889	22,143
6	20,962	21,800	23,109	24,495
7	21,941	22,819	24,188	25,639
8	23,214	24,143	25,591	27,127
9	24,393	25,369	26,891	28,504
10	25,534	26,555	28,149	29,838
11	27,616	28,721	30,444	32,271

PAY GRADE 200 (10 MONTH)
YOUTH WORK COUNSELOR (VALID TEACHING CERTIFICATE)

Step	3/1/85	10/15/85	9/1/86	3/1/87	3/1/88
1	\$13,073	\$13,596	\$16,640	\$17,638	\$18,697
2	13,937	14,494	17,383	18,426	19,532
3	17,429	18,126	18,126	19,214	20,367
4	18,475	19,214	19,214	20,367	21,589
5	19,398	20,174	20,174	21,384	22,667
6	21,437	22,294	22,294	23,632	25,050
7	22,416	23,313	23,313	24,711	26,194
8	23,702	24,650	24,650	26,129	27,697
9	24,880	25,875	25,875	27,428	29,073
10	26,030	27,071	27,071	28,695	30,417
11	28,108	29,232	29,232	30,986	32,845

PAY GRADE 1010 (12 MONTH)
SOCIAL WORKER AIDES

Step	3/1/85	10/15/85	3/1/87	3/1/88
1	\$ 9,684	\$10,071	\$10,676	\$11,316
2	10,128	10,533	11,165	11,835
3	10,566	10,989	11,648	12,347
4	11,242	11,692	12,393	13,138
5	11,858	12,332	13,072	13,857
6	15,516	16,137	17,105	18,131

2. In implementing the foregoing schedules, each employee shall be placed on the same step of the new schedule as that on which he was on the schedule in effect immediately prior to October 15, 1985 and shall, in addition, on attaining an increment date on or subsequent to October 15, 1985 be placed on the next succeeding step.

ARTICLE P-VI

3. OVERTIME

The following shall govern the calculation of compensation for overtime approved by the Superintendent or such persons as he may designate:

3a. An employee's regular hourly rate for the purpose of calculating overtime shall be his bi-weekly pay divided by the product of the appropriate number of hours for the classification as specified in Section 1 of Article P-II of this Agreement times 10.

3b. For work during hours in excess of the regularly scheduled number of hours of work per day, an employee shall be paid at his straight time rate up to a total of 40 hours worked in a week and at the rate of time and one-half for all time worked in excess of 40 hours per week.

3c. Each holiday as designated in the official School District Calendar on which schools are closed shall be considered as the appropriate number of hours worked as specified for the employee's classification in Section 1 of Article P-II of this Agreement.

3d. Each day of authorized absence because of sickness shall be considered as the appropriate number of hours worked for each classification of employee as specified in Section 1 of Article P-II of this Agreement.

A joint committee of the Board and the Federation shall promptly examine the experience with this sub-section 3d to determine whether excessive sick leaves have been taken by employees who have worked overtime. If the determination of the joint committee is that excessive sick leave days have been taken by employees who have worked overtime, then the parties shall consult as to the remedial rule that shall be adopted.

4. Except for such classification whose duties and responsibilities require them to work elsewhere, employees during the regular hours of work shall not be required to perform any work in other than premises owned or operated by the Board.

5. A former Philadelphia Public School employee who returns to service within a period of four years shall be placed on the appropriate Salary Schedule at the same step as an employee in service with equal experience.

6. Employees who work in a summer program shall be paid their regular hourly rate for such work.

7. When employees are required to attend staff development programs after their regularly scheduled work day, they shall be compensated at their regular hourly rate of pay.

8. Long term substitutes shall be paid at the first step of the salary schedule for the appropriate classification.

9. A former employee in the School District of Philadelphia who returns to service after a period of more than 4 years shall be given salary credit for his prior service on a year for year basis up to a maximum of three years.

10. An employee moved to a lower paid classification shall retain his former red-circled rate in his new classification and shall receive a four percent (4%) increase effective October 15, 1985, and at such time as the rate for that new classification reaches his red-circled rate, he would be entitled to such increases as are applicable to the classification into which he has moved.

11. Effective February 1, 1977, ABE teachers and other part timers shall be paid 1/5, 2/5, 3/5, 4/5 of regular salary (4 hours = 1/5).

12. An employee who has been promoted shall suffer no loss of pay as a result of such promotion.

ARTICLE P-VII SENIORITY

ARTICLE P-VII

1. Wherever, in this Agreement, reference is made to seniority as the basis for decision, it shall mean that the person with the highest seniority of the type of seniority specified shall receive preference. If the type of seniority is not indicated, seniority shall be determined as follows:

1a. School seniority shall be the continuous length of service as an appointed employee in the present school except that length of service as an appointed employee in a previous school shall be included under the following circumstances:

1a(i). If he is involuntarily transferred to his present school by the Board.

1a(ii). If he has transferred by his application into a school and then was involuntarily transferred from that school, he shall carry the sum of length of service in both previous schools to the new school.

1b. Where school seniority is equal, systemwide seniority (the length of service in the School District of Philadelphia) as an appointed employee shall be the determining factor. Continuity of appointed service shall not be broken by any period of approved leave without salary but such period shall not be included in the calculation of length of service.

1c. Where length of service in the system is equal, the date of the eligibility list from which the employee was appointed shall be the determining factor.

1d. Where appointment was made from the same eligibility list, the comparative score on that eligibility list shall be the determining factor.

1e. For purposes of seniority the positions of counselor aide and clerk typist and successor positions shall be considered the same classification and service in either position shall be added together.

2. No period of service as a long term substitute or provisional employee shall be included in the calculation of an employee's school seniority or systemwide seniority.

3. Subject to residence requirements and Federal Program guidelines, regularly appointed employees, who are displaced because of a program reduction or elimination of jobs shall have the right based on seniority to transfer to a vacant paraprofessional position similar to one which the employee held prior to such reduction or elimination, or to a vacant lower paid paraprofessional position. In the event no such vacancies exist at the time the employee is displaced then the employee shall be placed on a preferential list for a period of two years and during this period vacancies for such positions shall be filled from the employees on this list until they shall have had the opportunity to be offered such employment.

4. A seniority list of all employees in a school shall be in that school and kept current during the school year. The list shall be available to all employees. School system seniority shall be compiled as soon as possible.

5. The Office of Personnel shall make available to any employee his systemwide seniority as it may affect or contribute to the resolution of any specific problem.

6. A lay-off of up to one year shall not be considered a break in service.

7. Any employee who is laid off up to one year shall have all time in lay-off status counted as service time for seniority purposes.

ARTICLE P-VIII WELFARE BENEFITS

1. The Board will continue to make full payments in accordance with present procedures for any reasonable hospital bills that may be incurred by an employee by

ARTICLE P-VIII

reason of injury in line of duty.

2. Employees working in the evening school will be given for each period beginning September 1 and ending August 31, up to a maximum of two (2) evenings sick leave with full pay. Twenty (20) sessions of work will entitle such employee to one (1) evening of accrued sick leave.

3. An employee shall be paid 25% of his unused sick leave at the termination of all employment by the School District of Philadelphia; such pay shall be at the rate applicable when the employee last served in evening school.

4. An orientation refresher program will be developed for all employees employed since 1967 during regular school hours.

5. To fund a career development program for employees interested in educational or educational support fields, a sum of \$111,000 shall be allocated for each year of the Agreement.

5a. Up to 10% of such fund shall be allocated to an expansion of the General Educational Development Program. Such expansion shall be designated to provide the classes at places and times convenient for employees.

5b. The balance of such fund shall be allocated to a program designed to assist employees to undertake a program of college level work in a career development program.

5c. Participation in the program shall be voluntary.

5d. Employees participating in another program providing educational assistance at a level equal to or greater than that provided herein shall not be eligible to participate in the program provided in Section 5 of Article P-VIII.

5e. Twelve hundred employees shall be accepted as participants in the program. Each participant shall be eligible for assistance in the amount of \$15 per college credit for a maximum of 6 credits in any one year.

5f. In the event that more than 1200 employees apply for participation in the program, selection from among the applicants shall be on the basis of length of service as an appointed employee.

5g. If there are unexpended funds available after all participants have been selected, the joint committee referred to in 5h below, shall determine the method of applying such funds to advance the purposes of the program.

5h. A joint committee consisting of designees of the Federation and the Administration shall be established to develop the procedures and policies necessary for the implementation of the program. Among the tasks of the Committee shall be:

5h(i). to develop the procedures for application and selection of participants;

5h(ii). to study the advisability of establishing minimum standards for purposes of qualifying for continued participation in the program;

5h(iii). to conduct such surveys as the Committee deems useful for the purpose of improving the program and determining its effectiveness.

ARTICLE P-IX LONG TERM SUBSTITUTES

1. When a long term substitute is to be replaced by an appointed employee the long term substitute with the least service in the school will be released first, and so on in that order.

2. Long term substitutes shall be eligible for all insurance plans and for leave provisions granted to regularly appointed employees.

APPENDIX A

APPENDIX A

Assistant Teacher (10 Mo.)
Attendance Assistant I (10 Mo.)
Attendance Assistant II (10 Mo.)
Attendance Assistant III (10 Mo.)
Audio Visual Clerk (12 Mo.)
Audio Visual Clerk, Jr. (12 Mo.)
Career Development Assistant (10 Mo.)
Career Development Assistant (12 Mo.)
Classroom Aide (10 Mo.)
Counselor Aide (10 Mo.)
Counselor Assistant (Spanish Speaking) (10 Mo.)
Cultural Events Organizer (10 Mo.)
Driver Education Aide (10 Mo.)
Health Assistant (12 Mo.)
Infant Care Leader (12 Mo.)
Instructional Aide I (10 Mo.)
Instructional Aide II (10 Mo.)
Instructional Aide III (10 Mo.)
Intergroup Aide (Spanish Speaking) (12 Mo.)
Instructional Materials Assistant (10 Mo.)
Instructional Materials Assistant (12 Mo.)
Kindergarten Aide (10 Mo.)
Laboratory Assistant I (10 Mo.)
Laboratory Assistant II (10 Mo.)
Medical Technician (12 Mo.)
Mental Health Assistant (10 Mo.)
Music Materials Assistant (12 Mo.)
School Attendance Aide (10 Mo.)
School Community Coordinator (10 Mo.)
School Stock Clerk (10 Mo.)
School Stock Clerk (12 Mo.)
Shop Training Assistant, Special Education (10 Mo.)
Sign Language Interpreter (10 Mo.)
Shop Training Assistant, Special Education (10 Mo.)
Sign Language Interpreter (10 Mo.)
Teacher Aide (10 Mo.)
Television Materials Assistant (10 Mo.)
Youth Work Counselor (10 Mo.)

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed the 31st day of August, 1985.

The Board of Education

The School District of Philadelphia

By


HERMAN MATTLEMAN, President

By


CONSTANCE E. CLAYTON, Superintendent of Schools

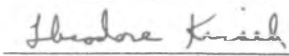
Philadelphia Federation of Teachers

By

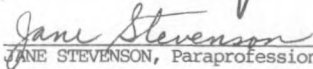

MARVIN E. SCHUMAN, President

Attest



DOROTHY PRISOEK, General Vice President


THEODORE KIRSCH, Vice President, Senior & Technical High Schools


JACK STEINBERG, Treasurer


JANE STEVENSON, Paraprofessional Representative

The terms of the Agreement have the endorsement of the Mayor of the City of Philadelphia.


W. WILSON GOODE,
Mayor of the City of Philadelphia

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